

CHAP. 113

An Act to amend the charter of *La Compagnie de Pouvoir Electrique, Québec*

[Assented to 25th April, 1908]

Preamble

WHEREAS *La Compagnie de Pouvoir Electrique, Québec*, has, by its petition, represented that it is in its interest to amend its charter, the act 4 Edward VII, chapter 79, 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 :

4 Ed. VII, c. 79, s. added after s. 8. **1.** The following section is added after section 8 of the act 4 Edward VII, chapter 79 :

Payment for property, &c., by paid up shares, &c. **“ 8a.** The company has and has always had the right to pay for the properties it has acquired or may acquire by means of paid up and unassessable shares and it may, moreover, by a resolution of its board of directors, give, as bonuses to the purchasers of its bonds or debentures, paid up stock to such amount as it may deem proper.”

Coming into force.

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

CHAP. 114

An Act to incorporate The Saraguay Electric and Water Company

[Assented to 25th April, 1908]

Preamble.

WHEREAS William Miller Ramsay, gentleman ; Hormisdas Laporte, merchant ; Gaspard deSerres, accountant ; Charles Brandeis, engineer, and Evariste Champagne, agent, all of the city of Montreal, have represented that they wish to be incorporated as a company under the name of The Saraguay Electric and Water Company, for the purpose of acquiring and developing the undertaking and business of the Saraguay Electric Light and Power Company incorporated by letters patent under the great seal of the Province of Quebec bearing date the tenth day of May, nineteen hundred and six ;

That the said last mentioned company has secured and is now filling contracts for the supply of light and power to a number of municipalities in the district of Montreal the whole

to the satisfaction of the councils and the inhabitants of the said municipalities;

That in order to enable the company whose incorporation is prayed for to effectively carry on and extend the undertaking and business intended to be acquired as aforesaid it is expedient and necessary that certain powers be granted to it and that certain contracts, agreements and by-laws, affecting operations of the said Saraguay Electric Light and Power Company be ratified and confirmed;

Whereas the petitioners have established the allegations of their petition ;

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

1. The said William Miller Ramsay, Hormisdas Laporte, Persons in-
Gaspard deSerres, Charles Brandeis, and Evariste Champagne, ^{incorporated.}
and all others who may hereafter become shareholders of the
company hereby incorporated are hereby constituted a corpora-
tion under the name of "The Saraguay Electric and Water Name.
Company."

2. The head office of the company shall be in the city of ^{Head office,} Montreal, but the company may by by-law from, time to time, ^{&c.}
change the location of its head office to any place in which it is
authorized to carry on its business, but such change shall take
place only after a notice thereof shall have been published in
the *Quebec Official Gazette*.

3. The capital stock of the company shall be one million ^{Capital} dollars, but it may be increased from time to time with the ^{stock, &c.}
sanction of a vote of not less than two-thirds in amount of the
shareholders at a general meeting of the company duly called
for the purpose, to any amount which may be considered requi-
site in order to the due carrying out of the objects of the com-
pany, provided such capital shall not exceed three million
dollars.

4. The said William Miller Ramsay, Hormisdas Laporte, ^{Provisional}
Gaspard deSerres, Charles Brandeis, and Evariste Champagne, ^{directors.}
shall be the first or provisional directors of the company.

5. The company shall have power within the limits of the ^{Powers.}
Island of Montreal, Ile Bizard, and the counties of Two Moun-
tains, Laval and Terrebonne :

a. To carry on the business of an electric light company in
all its branches, to manufacture, sell and distribute light, heat

and power produced by electricity, and to manufacture and deal in all kinds of electric apparatus.

b. To carry on the business of a water-works company in all its branches ;

c. To carry on any business which may seem capable of being profitably carried on in connection with any of the businesses aforesaid ;

d. To acquire and take over in whole or in part the undertaking and property of the Saraguay Electric Light, and Power Company, and of any other person, company or corporation carrying on any business which this company is authorized to carry on.

Placing of poles &c., for certain purposes.

6. For the purpose of transmitting, distributing or supplying electricity, light, heat, power, or water, as authorized by its charter, the company may after having previously obtained the consent of the municipal authorities or others having the control of the said roads or streets, which consent shall be expressed by by-law and on the terms and conditions set forth in such by-law in the case of a municipal corporation, lay and put up all the necessary poles, wires and pipes or other apparatus along or across public or private roads, streets and highways and underneath, across or above all water-courses, and, when necessary, it may lay or put up its wires, pipes, apparatus or poles in or underneath private property after having paid compensation for the damage so caused to the interested parties and the company may, with the same consent, lay its wires and pipes underground and, if it deem expedient, in as many squares, streets, highways, lanes and public places as may be necessary for supplying light, heat, motive power and water, provided the public shall in nowise be needlessly inconvenienced in the use of such streets, roads, highways or water-courses and that navigation be not interrupted ; provided also that the municipal council of any cities, towns, or incorporated villages or parishes or the board of directors of any other corporation having control of the road, shall, if it deem the same necessary, have the right to superintend and prescribe the manner in which such streets, roads or highways shall be opened for the erection of poles or the laying of wires and pipes underground, and provided also that the wires may be cut when necessary for the purpose of extinguishing fires, on the order of the officer in command of the fire-brigade, in which case the company shall not be entitled to any compensation for the loss of such wires, but shall not be responsible to its customers for any interruption or non-execution of its contracts.

Proviso.

Placing poles,

7. In the event of the company obtaining a franchise or

contract from any municipality for supplying it with electricity, &c., in certain other cases, light, heat, power or water, it may put up or lay its poles, wires, pipes or other apparatus in and along the roads, streets and highways, under, across or over the water-courses of all municipal or other corporations between the works or reservoir from which the company supplies electricity or water and any such municipality from which it may have obtained a franchise or contract as aforesaid ; such powers shall, in each case, be exercised by means of a single line or conduit for passage purposes only and such line or conduit shall be as straight as possible and may comprise as many wires and other apparatus as may be necessary and they shall be subject to local regulations and by-laws. Provided, the company agree first with the municipal corporation having control of the roads, or, on the refusal of such corporation to grant the necessary permission, the company obtain the authorization of the Lieutenant-Governor in Council upon such conditions as may be imposed.

~~1. The company may, when necessary, cut down or prune trees impeding its wires or electric currents subject to paying damages to the person entitled to receive the same.~~

8. The company may, when necessary, cut down or prune trees impeding its wires or electric currents subject to paying damages to the person entitled to receive the same. Cutting down, &c., certain trees, &c.

9. All works constructed by the company, and all apparatus and appliances connected therewith, shall be so made as not to endanger the public safety ; and such works and appliances shall, at all reasonable times, be subject to the inspection of the municipal authorities of the municipality within the bounds whereof they are situated. Works, &c., not to be dangerous, &c.

Reasonable notice of such inspection shall be previously given to the company. Notice of inspection.

10. In constructing any work, or in placing any plant or apparatus, the company shall take all proper care that the passage of any road, street, highway, square, lane or public place, so far as may be, shall be free and uninterrupted, and shall protect all such works and appliances by all reasonable and proper means, and shall replace the roads, streets, highways, squares, lanes and public places unto their original condition with due diligence, and shall repair any damage that may be caused thereto by reason of any such work or appliances done or put in by the company, and shall be responsible for any neglect in respect thereto. Streets, &c., to be, as far as possible unobstructed, &c.

11. Article 4668 of the Revised Statutes is amended, for the company, by adding the following paragraph thereto : R.S.Q., 4668, amended for company.

" 6. The company may, however, issue fully paid up and unassessable stock, shares, bonds, or debentures in payment of all or any of the undertakings, properties moveable or immoveable. Issue of paid up stock.

able, rights, powers, franchises or contracts which it has authority to acquire, and also for all services for which it may be indebted."

Commission
for certain
services, &c.

12. The company may remunerate, by means of commission or otherwise, any person or company for services rendered or to be rendered in placing the company's bonds, shares, or other securities, in securing investments therein, or in aiding the formation or organisation of the company, or guaranteeing the payment of the company's bonds or the interest thereon.

*R.S.Q., 4655,
par. 1 and 2,
replaced for
company.

13. The first and second sections of article 4655 of the Revised Statutes as enacted by the act 2 Edward VII, chapter 30, section 1, is replaced for the company, by the following:

Borrowing.
Bonds, &c.

"**4655.** If authorized by by-law, sanctioned by a vote of not less than two-thirds in value of the subscribed stock of the company represented at a general meeting duly called for considering the by-law, the directors may, from time to time, borrow money upon the credit of the company, and may issue bonds, debentures or other securities for any sums borrowed or to be borrowed and pledge or sell the same for such sums and at such prices as may be deemed expedient, but no such bonds, debentures or other securities shall be for a less sum than one hundred dollars each.

Transfer in
trust &c., to
secure bonds,
&c.

To secure the payment of such bonds, debentures or other securities, the company may, before or after the issue thereof, transfer to one or more trustees the whole or such part of the assets or property of the company as may be deemed advisable, or may grant a mortgage or hypothec to one or more trustees in favor of the holders of such securities upon the whole or any part of the immoveable property of the company, mentioning the issue and the amount of the securities secured thereby, and such bonds, debentures or other securities, upon registration of such deed of trust, mortgage or hypothec in the office of the registration division in which the company's head office is situated, shall further be a charge upon the machinery, plant, franchises, rates, revenues and rents, rights and other assets of the company without prejudice to all other privileges already existing.

Not to apply
to borrowing
on notes, &c.

The limitations and restrictions contained in this article shall not apply to the borrowing of money by the company on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the company."

Stoppage of
supply in
certain cases,
&c.

14. If any person or incorporated company supplied by the company with electricity or other product, neglect to pay the rent, rate or charge due to the company at the time fixed for the payment thereof, the company or any person acting under

its authority, on giving forty-eight hours' previous notice, may stop the supply to the person in arrears as aforesaid, by such means as the company or its officers may see fit to use ; and the company may recover the rent or charges due up to such time, together with the expense of cutting off the supply, in any competent court, notwithstanding any contract to furnish for a longer time.

15. In every case where the company may cut off and take away the supply of electricity or other product from any house, building or premises, the company, its agents and workmen, on giving forty-eight hours' previous notice to the person in charge or to the occupant, may enter the house, building or premises, between the hours of nine o'clock in the forenoon and six o'clock in the afternoon, making as little disturbance as possible, and may remove and take away any wires, pipes, meters, lamps, fittings, and other appliances which are the property of the company ; and any servant of the company duly authorized, may, between the hours aforesaid, enter into any house or premises in which electricity or other product has been taken from the company for the purpose of repairing or examining any such wires, pipes, lamps, or other appliances ; and if any person refuse, without reasonable cause, to permit the servants and officers of the company to enter and perform such acts, the person so refusing shall incur a penalty, in favor of the company, for every such offence not exceeding ten dollars, and a further penalty of four dollars for every day during which such refusal or obstruction may continue, and in addition shall be responsible to the company for all actual damage suffered by reason of such refusal.

Entry in
buildings to
remove wires,
&c.

Penalty for
refusal of
entry.

16. The wires, pipes, lamps, meters, motors, and other appliances and apparatus of any kind of the company shall not be subject to or liable for rent or any other privilege, nor liable to be seized or attached in any way by the possessor or owner of the premises wherever the same may be, nor be liable in any way to any person for the debt of any other person to whom or for whose use or for the use of whose household or building the same may be supplied by the company, notwithstanding the actual or apparent possession thereof by such person.

Wires, &c.,
not liable to
seizure, &c.

17. Any municipal corporation may aid the company by giving or lending it money or debentures or guaranteeing by endorsement or otherwise, any sum of money borrowed by it, subject in all cases to such approval as may be required for the aiding of public works situated in whole or in part within the municipality or in its vicinity, and provided such muni-

Aid from
municipal
corporations.

cipal corporation in so doing does not exceed its general power of borrowing or incurring debt or aiding an enterprise or works of any kind.

Sale of franchises in certain cases.

18. The company may sell or transfer to any company acquiring or which may have acquired any part of its business or undertaking or having powers of a like nature to those hereby conferred the whole or any part of the franchises, rights and powers by this act conferred, and payment may be made therefor in cash or the shares, bonds or other securities of such company, and such company may thereafter exercise such rights, powers and franchises in the same manner as if they had been directly conferred on it by act of this Legislature.

Certain contracts ratified.

19. The contracts set out in the schedule to this act, to wit :

1. Between the town of St. Laurent and François Dufresne, junior, dated 7th November, 1905, before C. S. Tassé, N. P.

2. Between the town of St. Laurent and the company, dated 26th September, 1907, H. Gohier, N. P. The said two contracts as corrected by deed passed before H. Gohier, N. P., on the 30th March, 1908.

3. Between the village of Bordeaux and the Cartierville Electric Light and Power Company, dated 22nd March, 1906, C. Paquet, N. P.

4. Between the village of Cartierville and the company, dated 9th October, 1906, H. Gohier, N. P.

5. Between the village of Cartierville and the company, dated 31st December, 1906, H. Gohier, N. P.

6. Between the village of Ahuntsic and the company, dated 3rd December, 1906, J. C. Ogden, N. P.

7. Between the town of Notre Dame de Grace and the company, dated 14th May, 1907, E. R. Decary, N. P.

8. Between the village of Sault au Recollet, and the company, dated 19th November, 1907, H. Gohier, N. P.;

Are 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 such corporations.

Certain by-law ratified.

20. By-law No. 6 of the village of St. Jean Baptiste de la Pointe-aux-Trembles set out in the schedule hereto, is hereby ratified and confirmed.

Proviso.

Nothing in the two preceding sections shall be interpreted as giving to the municipalities therein mentioned the right to delegate any powers of expropriation which they could not otherwise delegate.

21. The trust deed executed on the 30th November, 1907, before H. Gohier, N. P., set out in the schedule to this act, and the debentures or securities issued or to be issued thereunder, and the guarantee thereof by the corporation of the village of Cartierville, and its endorsation of such debentures are hereby confirmed and declared to be valid and effectual for all intents and purposes.

22. Nothing in this act contained shall be interpreted as affecting or repealing any powers or privileges specially granted by statute or contract to any person, corporation or company, except as regards the right of passage as provided by section 7 of this act, in the exercise of which right the company shall construct and operate its line in such a way as not to endanger and to interfere as little as possible with the operations of any such person, corporation or company theretofore exercising a franchise under over or across any of the roads, streets, highways, public places or watercourses used for such right of passage; and the company shall furthermore be responsible for all damage resulting to such person, company or corporation theretofore exercising a franchise as aforesaid, for all damages resulting from the exercise of such right, nor except as regard the said right of passage, shall anything in this act contained be interpreted as giving the company the right in the exercise of its powers to infringe any by-law of the municipalities interested, nor to exercise the rights, privileges and franchises conferred by this act in the streets, squares, parks, public places or municipal properties of the said municipalities without previously obtaining their consent expressed by by-law of the council.

Certain trust deed ratified.

By-laws of municipalities not affected except in certain cases, &c.

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

Coming into force.

SCHEDULE I.

In the year nineteen hundred and five on the seventh of November.

BEFORE CHARLES STANISLAS TASSÉ, Esquire, the undersigned notary, residing and practising in the town of St. Laurent, in the district of Montreal.

CAME AND APPEARED :

THE CORPORATION OF THE TOWN OF ST. LAURENT, a body politic and corporate, having its place of business in the

town of St. Laurent, in the district of Montreal, and herein represented by PHILEMON COUSINEAU, esquire, mayor of the said town of St. Laurent thereunto authorized by the by-law hereinafter mentioned,

Of the one part.

AND

FRANCOIS DUFRESNE, junior, contractor, of the town of St. Laurent, in the district of Montreal,

Of the other part ;

Who have declared as follows, to wit :

That the town of St. Laurent at a special session of its council, held on the eighteenth of September, 1905, adopted the following by-law, to wit :

Province of Quebec,	}	TOWN OF ST. LAURENT.
District of Montreal.		

At a special session of the municipal council of the town of St. Laurent, held on the eighteenth of September, 1905, at the usual place, hour and day, under the presidency of the mayor, Philémon Cousineau, at which were present the following aldermen : Messrs. F. X. Lecavalier, R. Ducharme, Ephrem Gohier, N. Charbonneau, D. A. Millar, Eug. Barthelette, the following by-law, bearing the number 22 of by-laws of the said council was adopted on motion of alderman R. Ducharme, seconded by alderman Ephrem Gohier.

Whereas a proposition was made to the council by Mr. François Dufresne, junior, contractor of the town of St. Laurent on the tenth of July, 1905, in writing and such proposition contains in substance, the following provisions :

1. To pump all the water the town of St. Laurent may need for any purpose whatsoever, with steam-engines.

2. To erect at his expense a building sixty feet by forty on the property of the corporation at Cartierville.

3. To instal at his own cost in such building a steam-engine of seventy-five horse power, and boiler of sufficient capacity to supply steam for such engines or turbines.

4. The right to convey to Cartierville in the parish of St. Laurent, the gasoline engine now in the town of St. Laurent, and to keep such engine constantly in good order at his expense.

5. To instal at its expense a dynamo of one thousand lights, with alternating current.

6. To supply for lighting the streets as many lamps as the council of the town of St. Laurent may deem proper, at the rate of ten dollars per annum per lamp of sixteen candle power.

7. To also furnish electric light for private houses at six dollars per light.

Whereas it is in the interest of such municipality to make a contract with the said François Dufresne, junior, for the purpose of carrying out the propositions above set forth.

It is further resolved as follows, to wit :

1. The said François Dufresne, junior, his successors or assigns shall build on the land now owned by the corporation of the said town of St. Laurent, situate at Cartierville, bearing the number twenty-four of the official plan and book of reference at such place on the said lot of land as shall be accepted by the engineer of the corporation and the engineer of the said François Dufresne, junior, a building sixty feet by forty feet of proportionate height, of good and solid material and of suitable appearance.

2. Instal in such building a steam boiler and steam-engine of at least seventy-five horse power.

3. The said François Dufresne, junior, shall at his own expense take the present installation for the intake of water in the Rivière des Prairies, which installation and intake of water are acknowledged to be satisfactory by the corporation of the town of St. Laurent, at the place where the said building and the pumping station of the town of St. Laurent now stand and connect such intake of water and such pipes with the aforesaid machinery, the whole at the cost of the said François Dufresne.

In the event of the pump or other machinery now in use not being deemed satisfactory by the engineer of the said François Dufresne, junior, the latter may change them for others considered more satisfactory. Nevertheless, the value of such machinery shall be established by experts and credit therefor shall be given to the corporation in the case of re-purchase.

4. A lease between the corporation of the town of St. Laurent and the said François Dufresne, junior, shall be made before a notary for the land now belonging to the town of St. Laurent; the said François Dufresne, junior shall occupy such land only as lessee; nevertheless, the corporation shall not charge the said François Dufresne, junior, more than one dollar per annum as rent.

5. The said François Dufresne, junior, his heirs and successors shall by means of the said engine and the said ma-

chinery pump into the present pipes of the said corporation or any other pipes that may be added thereto, all the water required for the consumption of the town of St. Laurent and its inhabitants, both for domestic purposes, for watering the streets and for public and private use, and the said François Dufresne, junior, his successors or assigns, shall be bound to keep constantly full the present reservoir of the said corporation of the town of St. Laurent, even if the said corporation should deem it advisable to raise the same to twenty feet, or any other reservoir that might be constructed to replace such reservoir and situate in the said town of St. Laurent; such water to be good drinking water, taken from the Rivière des Prairies at the present place of the intake of water in the parish of St. Laurent.

6. The said François Dufresne, junior, his successors or assigns, shall, at their own cost and expense maintain everything in connection with the water intake at Cartierville, and the pumping of water into the pipes of the town of St. Laurent, and shall bear the cost of all expenses, labor, engineers, machinery in connection with such pumping station at Cartierville and such water intake, and under such head shall have no recourse against the corporation of the town of St. Laurent through any cause whatsoever.

7. The said François Dufresne, junior, shall also instal at Cartierville, in the building above mentioned and at his own cost, the electric machinery and dynamos in such manner as to supply the town of St. Laurent and its inhabitants with a quantity of at least one thousand lights of thirty-two candle-power, with alternating current. Everything relating to the installation at Cartierville and over the distance between Cartierville and the town of St. Laurent and in the town of St. Laurent, of such electric light system, as well as wires, poles, and electric lamps, shall be at the cost of the said François Dufresne, junior, his successors and assigns and shall be kept in good order and condition at their expense.

8. The said François Dufresne, junior, shall instal in the town of St. Laurent at such places as may be indicated by the council of the said town, fifty electric lamps of sixteen candle power or an equivalent number of lights of thirty-two candle power at the choice of the council, or any additional number of electric lamps required by the council upon giving to the said François Dufresne, junior, a notice of eight days to put up additional lamps.

9. The light shall be supplied for lighting the streets and private houses by the said Electric Light Company, during the period of darkness counting from sunset to sunrise; this shall comprise the whole period of darkness of the day, even in the winter time, during which period the electric light shall be supplied not later than four o'clock in the afternoon.

10. It is further agreed and understood that the said François Dufresne, junior, his successors and assigns shall supply free of charge to the corporation of the town of St. Laurent all the electric current necessary for thawing out the hydrants of the waterworks of the town of St. Laurent on the following conditions :

a. The power shall be supplied only during the hours when the machines are working in carrying out the present contract and the corporation shall give at least three hours notice except in case of fire.

b. All apparatus necessary for thawing shall be supplied and kept in order by the corporation; such machine shall be accepted by the company's engineer ;

c. The current required for such purpose shall be taken at the place indicated by the engineer of the said François Dufresne, junior, and the connection and disconnection shall be effected in the same manner;

d. The corporation shall supply all necessary assistance to the said François Dufresne, junior, and further pay thirty-five cents per hour to the employees of the said François Dufresne, junior;

e. The said François Dufresne, junior, assumes no responsibility as regards accidents in this connection during such work of thawing out;

f. The said François Dufresne, junior, undertakes to supply power without making any charges therefor other than those mentioned below, in the streets only where electric poles and wires are put up.

11. The said François Dufresne, junior, shall likewise furnish to the residents of the town of St. Laurent, applying therefor, electric light, at a rate not exceeding six dollars per annum per light of sixteen candle power, to burn constantly during the hours of darkness every day or at a rate calculated according to meter and based on the price now in force in the city of Montreal, but which may be less according to arrangements which the said François Dufresne, junior, his successors and assigns may make with such residents.

12. The said François Dufresne, junior, his successors and assigns shall not charge a higher tariff than the following, to wit :

TARIFF FOR ELECTRIC LIGHT

Street lighting

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

To be maintained at the charge of the company from sun-set to sun-rise.

Private lights

For every sixteen candle power lamp, three-quarters of a cent per ampere hour, or fifty watt-hours, plus twenty-five cents per month for the meter, with the right to purchase such meter. No meter shall be supplied unless the consumption shall be at least one dollar per month.

Discount of ten per cent on each month's account under a yearly contract.

Discount of twenty-five per cent on five year contract.

Current rates

Fifty cents per lamp of sixteen candle power per month.

To be maintained at the charge of private individuals ; the current to be taken to the place where it enters the house.

13. The town of St. Laurent shall pay to the said François Dufresne, junior, an annual sum of two thousand dollars, payable every three months, the first payment to begin three months after the said François Dufresne, junior, his successors or assigns shall have commenced the above operations for any compensation or damages resulting from the obligation hereinabove set forth upon the said François Dufresne, junior, to pump the water for the town of St. Laurent. Nevertheless, when the annual consumption of the town of St. Laurent shall exceed forty million gallons, it shall pay for pumping any additional quantity of water at the rate of five cents per thousand gallons.

14. The corporation of the town of St. Laurent shall further pay to the said François Dufresne, junior, his successors or assigns for lighting the said municipality for fifty lamps above mentioned, the sum of ten dollars per lamp, say the sum of five hundred dollars, or if the town of St. Laurent choose thirty-two candle power lamps, the rate shall be twenty dollars per lamp of thirty-two candle power, also payable every three months at the same dates and on the same conditions as the sum of two thousand dollars above mentioned, and if the town of St. Laurent requires an additional number of lights, it shall pay to the said François Dufresne, junior, an additional sum of ten dollars per light for sixteen candle power lamps or of twenty dollars per lamp of thirty-two candle power.

15. The said François Dufresne, junior, shall also have the right to supply all water or electric light with his installation at Cartierville, to municipalities or individuals other than

the town of St. Laurent or the ratepayers of the town of St. Laurent, but without using the present waterworks of the said town of St. Laurent, which shall be the exclusive property of the latter.

16. It is thoroughly understood and agreed that the town of St. Laurent shall retain the control and administration of its present waterworks, that the revenues of such waterworks shall belong to the corporation of the said town of St. Laurent, which shall be free to utilize such system as it may think proper, to charge the rates fixed by law and the by-laws; that in a word, the town of St. Laurent shall have no other obligations towards the said François Dufresne, junior, his successors or assigns than those above mentioned: to pay him the sum of two thousand dollars per annum for pumping the water and five hundred dollars for electric light. And the said François Dufresne, junior, assumes no other obligation than that above mentioned, namely: to pump the water and supply the light and thaw out hydrants. All other works of the waterworks, shall be done at the expense of the said corporation.

17. The town of St. Laurent hereby grants the said François Dufresne, junior, his successors and assigns, exemption from taxation on all property, machinery or poles he may own under the present by-law and the exclusive privilege for such electric light for a period not exceeding twenty-five years; but the said privilege is granted by the town of St. Laurent only in so far as it is in its power to do so; and the said town of St. Laurent in nowise guarantees the existence or validity of such privilege; all that the town of St. Laurent binds itself to do is to not grant to other persons than the said François Dufresne, junior, his successors or assigns, the rights it grants him by the present by-law.

18. After each period of five years beginning from the day when the said François Dufresne, junior, his successors or assigns shall carry out the present by-law, the corporation of the town of St. Laurent shall have the right to repurchase from the said François Dufresne, junior, his successors or assigns the whole of their installation at Cartierville and everything connected therewith, both for pumping the water and for electric lighting, on condition that it shall pay to the said François Dufresne, junior, his successors or assigns the value of such installation, buildings, machinery, electric light system, such value to be determined by three arbitrators, one to be appointed by the said François Dufresne, junior, his successors or assigns and the other by the corporation of the town of St. Laurent, and the third by the other two arbitrators, with an additional twenty per cent over and above such total value; and upon payment of such sum determined by such

arbitrators and twenty per cent in addition, the said François Dufresne, junior, his successors or assigns shall transfer to the corporation of the town of St. Laurent the ownership and possession of everything above mentioned ; the arbitrators' award establishing the cost of such installation, machinery, buildings and electric light system shall be final. The corporation of the town of St. Laurent shall notify the said François Dufresne, junior, at least six months before the expiration of each term of five years, in writing, of its intention to effect such re-purchase and shall, at the same time that it shall give notice, appoint its arbitrators ; the said François Dufresne, junior, his successors or assigns shall appoint their arbitrator within a delay of fifteen days ; the two such arbitrators shall appoint a third within an additional delay of fifteen days, and the three arbitrators shall give their award before the expiration of six months previous to the expiration of the five years above mentioned. Such right of re-purchase in favor of the corporation may be limited to the transmission line used for lighting the town of St. Laurent as well as to the buildings and machinery installed by the said François Dufresne, junior, his successors or assigns at the Cartierville pumping station, the said corporation not being bound to purchase from the said François Dufresne, junior, his other transmission lines of electric power outside of those above mentioned ; and in such case the said corporation may sell to the said François Dufresne, junior, the whole of the necessary power so that he may operate the balance of the said system remaining in his hands, both for electric lighting and other purposes.

19. A contract shall be signed by the mayor and the said François Dufresne, junior, to carry out the present by-law and, as soon as such contract shall be signed, the said François Dufresne, junior, shall have a delay of six months for the execution of such contract, that is to say : that within the six months following the signing of the contract to be entered into, the said François Dufresne, junior, his successors or assigns, shall instal and operate the steam pump system and the production of electricity above mentioned ; in default of their doing so within the said delay of six months, the said François Dufresne, junior, his successors or assigns, shall incur a penalty of ten dollars a day for each day's delay or if they neglect to put such system in operation in a perfect manner within the delay of six months, such contract shall be null and void, and all the work of installation performed and effected upon the property of the corporation of Cartierville, shall become its absolute property, and shall be retained and kept by it as compensation for damages suffered without any reimbursement on the part of the said corporation to the said

François Dufresne, junior, his successors or assigns. Nevertheless, as the present by-law shall come into force only in the autumn of nineteen hundred and five (1905), the delay of six months above mentioned shall commence to run only from the first of January, nineteen hundred and six.

20. During the installation of the machinery, the water service shall not be interrupted and the said François Dufresne, junior, his successors or assigns shall be responsible for damages resulting from such interruption, if it be occasioned by their fault, act or negligence.

21. The corporation of the town of St. Laurent shall have the right to appoint an engineer or other competent person to superintend the installation of the steam or electric machinery above mentioned at the expense of the corporation and if the council, on a report of such engineer, condemns or disapproves of such installation or of any machinery whatsoever, the said François Dufresne, junior, shall remedy the same at his cost and expense, and comply in that respect with the decision of the council.

22. The council of the town of St. Laurent shall also have the right, during the existence of the present contract, to have the whole installation above mentioned inspected at its own cost, whenever it may deem expedient, and if anything should be defective or in bad order in such installation, the council shall have the right to call the attention of the said François Dufresne, junior, his successors or assigns to the same and they shall remedy the defects so pointed out within a reasonable delay.

23. The corporation of the town of St. Laurent shall incur no responsibility in connection with such installation, and all disbursements or damages or indemnities resulting from accidents shall be paid by the said François Dufresne, junior, his successors or assigns.

24. The said François Dufresne, junior, shall at the time of the passing of the present by-law and as security for the execution of the present contract and each and every the clauses of the said by-law, deposit in the hands of the corporation of the town of St. Laurent, to its order, an accepted cheque to the amount of five thousand dollars which cheque shall be retained by the said corporation so long as the said François Dufresne, junior, shall not have begun to pump water and supply electric light to the said town of St. Laurent under the said contract, and in the event of the said François Dufresne, junior, neglecting or refusing for any reason whatsoever to execute the said contract, the corporation of the town of St. Laurent shall have the right to retain and keep from and out of the amount of the said cheque the damages which shall then and there be determined by three arbitrators,

one appointed by the said corporation, one by the said François Dufresne, junior, and the other by the two others in accordance with the formalities of the Code of Civil Procedure; the award of such arbitrators both as regards form and substance, shall be final.

The present by-law shall be published according to law and, as aforesaid, the mayor is hereby authorized to sign a contract to put such by-law into execution with the said François Dufresne, junior, as soon as such by-law shall be in force.

Adopted.

(Signed) PHIL. COUSINEAU, *mayor*,
“ C. S. TASSE, *secretary-treasurer*.

That the said by-law was published according to law and is now in force.

In consequence the said contracting parties above mentioned hereby declare that they have had cognizance of each and every the clauses of the above by-law; they declare that they accept the same in its form and tenor and declare that each one of them pledges himself to fulfil each and every the clauses thereof, in accordance with the said by-law and to follow the said by-law in its form and tenor under penalty of all costs, and damages,

Done and passed at St. Laurent, in the district of Montreal, in the office of the undersigned notary on the day and in the month and year above written, and the parties have signed these presents duly read under the number eighteen hundred and forty.

(Signed) PHIL. COUSINEAU, *mayor*,
“ FRANCOIS DUFRESNE, *junior*
“ C. S. TASSÉ, *N. P.*

True copy of the original remaining of record in the office of the undersigned notary

C. S. TASSÉ, *N. P.*

SCHEDULE II

In the year one thousand nine hundred and seven, on the twenty-sixth of September.

BEFORE M^{RE} HERCULE GOHIER, the undersigned notary public, residing in the town of St. Laurent, in the county of Jacques-Cartier and practising in the city and district of Montreal in the Province of Quebec.

CAME AND APPEARED :

THE CORPORATION OF THE TOWN OF ST. LAURENT, a body politic and corporate, having its principal place of business at the office of the secretary-treasurer of the said corporation in the said town of St. Laurent, acting and represented herein by Philémon Cousineau, esquire, advocate and mayor of the town of St. Laurent, and Charles Stanislas Tassé, esquire, notary and secretary-treasurer of the said town of St. Laurent, both residing therein and hereunto duly authorized by and in virtue of the by-law, bearing the number twenty-five of the by-laws of the said council of the said corporation, adopted on motion of alderman H. Gohier, seconded by alderman F. X. Lecavalier, an extract wherefrom, certified by the secretary-treasurer and signed by the parties and notary *ne varietur*, is annexed to the original of these presents,

Parties of the first part .

AND

THE SARAGUAY ELECTRIC LIGHT AND POWER COMPANY, a body politic and corporate, having its head office in the city of Montreal and herein represented by Mr. Evariste Champagne, insurance broker of Montreal and manager of the said company, hereunto authorized by and in virtue of a resolution of the board of directors of the said company, dated the twelfth of September, one thousand nine hundred and six, a copy whereof duly certified by the secretary and signed and initialed by the parties and notary *ne varietur* remains annexed to the original of these presents.

Parties of the second part .

Which said parties of the first and second part have covenanted together as follows, to wit :

That on the eighteenth of September, one thousand nine

hundred and five the municipal council of the party of the first part, passed a by-law bearing number twenty-two of the by-laws of the party of the first part, with the following stipulations:

Whereas a proposition was made to the council by Mr. François Dufresne, junior, contractor, of the town of St. Laurent on the tenth of July, 1905, in writing and such proposition contains in substance, the following provisions :

1. To pump all the water the town of St. Laurent may need for any purpose whatsoever, with steam-engines.

2. To erect at his expense a building sixty feet by forty on the property of the corporation, at Cartierville.

3. To instal at his own cost in such building a steam-engine of seventy-five horse-power, and a boiler of one hundred and fifty horse-power.

4. The right to convey to Cartierville in the parish of St. Laurent, the gasoline engine now in the town of St. Laurent, and to keep such engine constantly in good order at his expense.

5. To instal at his expense a dynamo of one thousand lights, with alternating current.

6. To supply for lighting the streets, as many lamps as the council of the town of St. Laurent may deem proper, at the rate of ten dollars per annum per lamp of sixteen candle power.

7. To also furnish electric light for private houses at six dollars per light.

Whereas it is the interest of such municipality to make a contract with the said François Dufresne, junior, for the purpose of carrying out the propositions above set forth.

It is therefore resolved as follows, to wit :

1. The said François Dufresne, junior, his successors or assigns shall build within three months on the land now owned by the corporation of the said town of St. Laurent, situated at Cartierville, being part of lot number twenty-four of the official plan and book of reference of the parish of St. Laurent, in the county of Jacques Cartier, containing forty-three feet in front by the full depth of the lot, between the highway and the Rivière des Prairies ; bounded in front by the highway, in rear by the Rivière des Prairies, on one side by part of the said lot number twenty-four, belonging to J. C. Percival or representatives, and on the other side by a part of the said lot number twenty-four, now belonging to the party of the second part, at such place on the said lot of land as shall be accepted by the engineer of the corporation and the engineer of the said François Dufresne, junior, a building sixty feet by forty feet of proportionate height, of good and solid materials and of suitable appearance.

2. Instal in such building a steam-boiler of at least one hundred and fifty horse-power and a steam-engine of at least seventy-five horse power.

3. The said François Dufresne, junior, shall at his own expense take the present installation for the intake of water in the Rivière des Prairies which installation and intake of water are acknowledged to be satisfactory by the corporation of the town of St. Laurent, at the place where the said building and the pumping station of the town of St. Laurent now stand, and connect such intake of water and such pipes with the aforesaid machinery, the whole at the cost of the said François Dufresne.

4. A lease between the corporation of the town of St. Laurent and the said François Dufresne, junior, shall be entered into before a notary for the land now belonging to the town of St. Laurent; the said François Dufresne, junior shall occupy such land only as lessee; nevertheless, the corporation shall not charge the said François Dufresne, junior, more than one dollar per annum as rent.

5. The said François Dufresne, junior, his heirs and successors shall, by means of the said engine and the said machinery, pump into the present pipes of the said corporation or any other pipes that may be added thereto, all the water required for the consumption of the town of St. Laurent and its inhabitants, both for domestic purposes, and for watering the streets, for public and private use, and the said François Dufresne, junior, his successors or assigns shall be bound to keep constantly full the present reservoir of the said corporation of the town of St. Laurent, even if the said corporation should deem it advisable to raise the same by twenty feet, or any other reservoir that might be constructed to replace such reservoir and situated in the said town of St. Laurent, such water to be good drinking water, taken from the Rivière des Prairies at the present place of the intake of water in the parish of St. Laurent.

6. The said François Dufresne, junior, his successors or assigns, shall, at their own cost and expense, maintain everything in connection with the water intake at Cartierville, and the pumping of water into the pipes of the town of St. Laurent and shall bear the cost of all expenses, labor, engineers, machinery, in connection with such pumping station, at Cartierville, and such water intake, and under such head shall have no recourse against the corporation of the town of St. Laurent through any cause whatsoever.

7. The said François Dufresne, junior, shall also instal at Cartierville, in the building above mentioned and operate at his own cost the electric machinery and dynamos in such manner as to supply the town of St. Laurent and its inhabitants with a

quantity of at least one thousand lights of thirty-two candle power, with alternating current. Everything relating to the installation both at Cartierville and on the distance between Cartierville and the town of St. Laurent and in the town of St. Laurent, of such electric light system such as wires, poles, and electric lamps, shall be at the cost of the said François Dufresne, junior, his successors and assigns and shall be kept in good order and condition at their expense.

8. The said François Dufresne, junior, shall instal in the town of St. Laurent at such places as may be indicated by the council of the said town, fifty electric lamps of sixteen candle-power or an equivalent number of lights of thirty-two candle-power at the choice of the council or any additional number of electric lamps required by the council upon giving to the said François Dufresne, junior, a notice of eight days to put up such additional lamps.

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

10. It is further agreed and understood that the said François Dufresne, junior, his successors and assigns shall supply free of charge to the corporation of the town of St. Laurent all the electric current necessary for thawing out the hydrants of the waterworks of the town of St. Laurent; provided that such thawing shall be done during the period of the day when the electric current is to be supplied by the said François Dufresne, junior, his successors or assigns, that is to say, that the said François Dufresne, junior, shall not be obliged to furnish such electric current without remuneration outside of the hours above mentioned during which the said François Dufresne, junior, his successors or assigns shall supply light to the said town of St. Laurent.

11. The said François Dufresne, junior, shall likewise furnish to the residents of the town of St. Laurent applying therefor, electric light at a rate not exceeding six dollars per annum per light of sixteen candle-power, to burn constantly during the hours of darkness every day, or at a rate calculated according to a meter and based on the price now charged in the city of Montreal but which may be less according to arrangements which the said François Dufresne, junior, his successors and assigns may make with such residents.

12. The said François Dufresne, junior, his successors and assigns shall not charge a higher tariff than the following, to wit :

Tariff for electric light.—Street lighting

Sixteen candle-power lamp, per annum.....	\$10 00
Thirty-two candle-power lamp, per annum....	20 00

To be maintained at the charge of the company from sunset to sunrise.

Private lights

For every sixteen candle-power lamp, three quarters of a cent per ampere hour, plus twenty-five cents per month for the meter, with the right to purchase such meter.

Discount of ten per cent on each month's account under a yearly contract.

Discount of twenty-five per cent on five year contracts.

Current rates

Fifty cents per lamp of sixteen candle-power per month.

To be maintained at the charge of private individuals ; the current to be taken to the place where it enters the house.

13. The town of St. Laurent shall pay to the said François Dufresne, junior, an annual sum of two thousand dollars, payable every three months, the first payment to begin three months after the said François Dufresne, junior, his successors or assigns shall have commenced the above operations, for any compensation or damages resulting from the obligation hereinabove set forth upon the said François Dufresne, junior, to pump the water for the town of St. Laurent.

14. The corporation of the town of St. Laurent shall further pay to the said François Dufresne, junior, his successors or assigns for lighting the said municipality for fifty lamps above mentioned, the sum of five hundred dollars, or if the town of St. Laurent chooses thirty-two candle-power lamps, the rate shall be twenty dollars per lamp of thirty-two candle-power, also payable every three months at the same dates, periods and on the same conditions as the sum of two thousand dollars above mentioned, and if the town of St. Laurent requires an additional number of lights, it shall pay to the said François Dufresne, junior, an additional sum of ten dollars per light for sixteen candle-power lamps or of twenty dollars per lamp of thirty-two candle-power.

15. The said François Dufresne, junior, shall also have the right to supply water or electric light with his installation at Cartierville, to municipalities or individuals other than the town of St. Laurent or to the ratepayers of the town of St. Laurent, but without using the present waterworks of the

said town of St. Laurent, which shall be the exclusive property of the latter.

16. It is thoroughly understood and agreed that the town of St. Laurent shall retain the control and administration of its present waterworks, that the revenues of such waterworks shall belong to the corporation of the said town of St. Laurent which shall be free to operate such system as it may think proper, to charge the rates fixed by the law and the by-laws ; that in a word the town of St. Laurent shall have no other liability towards the said François Dufresne, junior, his successors or assigns than those above mentioned, that is to say to pay him the sum of two thousand dollars per annum for pumping the water and five hundred dollars for electric light.

17. The town of St. Laurent hereby grants the said François Dufresne, junior, his successors and assigns the exclusive privilege for such electric light for a period not exceeding twenty-five years, but the said privilege is granted by the town of St. Laurent only in so far as it is in its power to do so ; and the said town of St. Laurent in no wise guarantees the existence or validity of such privilege ; all that the town of St. Laurent binds itself to do is to not grant to other persons than the said François Dufresne, junior, his successors or assigns, the rights it grants him by the present by-law.

18. After each period of five years beginning from the day when the said François Dufresne, junior, his successors or assigns shall carry out the present by-law the corporation of the town of St. Laurent shall have the right to purchase from the said François Dufresne, junior, his successors or assigns the whole of their installation at Cartierville, and everything connected therewith, both for pumping the water and for electric lighting on condition that it shall pay to the said François Dufresne, junior, his successors or assigns the cost of such installation, buildings, machinery, and electric light system, such cost to be determined by three arbitrators : one to be appointed by the said François Dufresne, junior, his successors or assigns, one by the corporation of the town of St. Laurent and the third by the other two arbitrators, with an additional twenty per cent over and above such total cost ; and upon payment of such sum determined by such arbitrators and twenty per cent in addition, the said François Dufresne, junior, his successors or assigns shall transfer to the corporation of the town of St. Laurent the ownership and possession of everything above mentioned. The arbitrators' award establishing the cost of such installation, machinery, buildings and electric light system, shall be final. The corporation of the town of St. Laurent shall notify the said François Dufresne, junior, at least six months before the expiration of each term of five years, in writing

of its intention to effect such purchase and shall, at the same time that it shall give notice, appoint its arbitrators ; the said François Dufresne, junior, his successors or assigns shall appoint their arbitrator within a delay of fifteen days ; the two such arbitrators shall appoint a third within an additional delay of fifteen days, and the three arbitrators shall give their award before the expiration of six months previous to the expiration of the period of five years above mentioned.

19. A contract shall be signed by the mayor and secretary-treasurer and the said François Dufresne, junior, to carry out the present by-law and, as soon as such contract shall be signed, the said François Dufresne, junior, shall have a delay of six months for the execution of such contract, that is to say : that within the six months following the signing of the contract to be entered into, the said François Dufresne, junior, his successors or assigns, shall instal and operate the steam pump system and the production of electricity above mentioned ; in default of their doing so within the said delay of six months, the said François Dufresne, junior, his successors or assigns shall incur a penalty of ten dollars a day for each day's delay, and if they neglect to put such system in operation in a perfect manner within the delay of six months, such contract shall be null and void and all the work or installation performed and effected upon the property of the corporation of Cartierville, shall become its absolute property, shall be retained and kept by it as compensation for damages suffered, without any reimbursement on the part of the said corporation to the said François Dufresne, junior, his successors or assigns. Nevertheless, as the present by-law will come into force only late in the autumn of nineteen hundred and five, the delay of six months above mentioned shall commence to run only from the first of January, nineteen hundred and six.

20. During the installation of the machinery, the water service shall not be interrupted and the said François Dufresne, junior, his successors or assigns shall be responsible for damages resulting from such interruption, if it be occasioned by their fault, act or negligence.

21. The corporation of the town of St. Laurent shall have the right to appoint an engineer or other competent person to superintend the installation of the steam or electric machinery above mentioned at the expense of the corporation and if the council on a report of such engineer, condemns or disapproves of such installation or any machinery whatsoever, the said François Dufresne, junior, shall remedy the same at his cost and expense and comply in that respect with the decisions of the council.

22. The council of the town of St. Laurent shall also have

the right during the existence of the present contract to have the whole installation above mentioned inspected at its own cost, whenever it may deem expedient, and if anything should be defective or in bad order in such installation, the council shall have the right to call the attention of the said François Dufresne, junior, his successors or assigns to the same and they shall remedy within a reasonable delay the defects so pointed out.

23. The corporation of the town of St. Laurent shall incur no responsibility in connection with such installation, and all disbursements, damages resulting from accidents or indemnity shall be paid by the said François Dufresne, junior, his successors or assigns.

That, on the seventh May, one thousand nine hundred and seven, the municipal council of the party of the first part passed a by-law bearing the number twenty-five of the by-laws of the said municipality, stipulating as follows :

Whereas a contract was entered into in conformity with the said by-law between the corporation of the town of St. Laurent and Mr. François Dufresne, junior, for the execution thereof and such contract is now in course of execution ;

Whereas in virtue of a deed of the 18th September, 1905, C. E. Leclerc, notary, duly served on the corporation of the town of St. Laurent, the said François Dufresne, junior, assigned to Mr. Evariste Champagne, insurance broker, of the city of Montreal, all the rights coming to him under the above contract, dated the 7th November, 1905, before Tassé, notary, and under the lease in his favor by the said town of St. Laurent, before the same notary, under the number 1849 of his repertory ;

Whereas the said Evariste Champagne himself transferred his rights under the above deeds to the Saraguay Electric Light and Power Company, a body politic and corporate which consequently enters into the rights and obligations of the said Evariste Champagne.

And whereas during the month of September, 1906, the intake of the waterworks of the town of St. Laurent, at Cartierville whereof the latter had reserved the charge and control to itself, became defective and urgent and extensive works have become necessary ;

And whereas, with the view of settling the difficulty, the said Saraguay Electric Light and Power Company made the following proposal to the town of St. Laurent, contained in a letter of the 8th September, 1906, which reads as follows :

"To the mayor and aldermen
of the town of St. Laurent,
P. Q.

Gentlemen,

Referring to the conversation, we had the pleasure of having with you recently, respecting the intake of water at Cartierville, to secure perfect service in future, we propose the following arrangements :

The company will pay all the costs incurred to date and finish all the work to be done to put the present intake in proper order and it will be responsible for its proper working in the future. As compensation, the company wishes the corporation to give it a title of possession over the property leased to it for twenty-five years and the sum of \$500.00."

And whereas, at a session of the council of the town of St. Laurent, held on the 19th September, 1906, the following resolution was adopted :

"Alderman LeCavalier moved, seconded by alderman Ducharme, that the first part of the proposition made by Mr. Evariste Champagne, dated 8th September 1906, regarding the work to be done in connection with the intake of the water-works of this town, be accepted with the following modification :

1. The council shall pay within three years from this date, to the said Mr. E. Champagne, the sum of five hundred dollars with the interest at six per cent.

2. The said Mr. E. Champagne, shall be liable, as long as his contract with the town lasts, for the intake and pipe as far as the line of the public road.

3. The council shall continue to levy the tax from Mrs Widow Thauvette and others.

4. The existing contract between the said Mr. E. Champagne and this council shall continue to have effect between the parties and shall be modified and changed only in so far as it may be incompatible with the offer here accepted. *Carried.*"

And whereas, in order to carry out such agreement, the Saraguay Electric Light and Power Company, has performed all the work mentioned in the said contract and there has been a settlement of account between the town of St. Laurent and the said company ;

And whereas, it is expedient to pass a by-law for the purposes aforesaid ;

It is accordingly resolved, on motion of alderman H. Gohier, seconded by alderman F. X. LeCavalier :

1. That by-law No. 22, of this municipality and the contract between the corporation of the town of St. Laurent, and François Dufresne, junior, entered into before Tassé,

notary, on the 7th November last, (1905,) as well as the lease in favor of the said François Dufresne, by the said corporation, before the said notary and bearing the same date, shall be and are hereby amended as follows only :

a. The town of St. Laurent transfers and makes over, with all legal warranties to the Saraguay Electric Light and Power Company, a body politic and corporate, having its principal place of business in the city of Montreal, the following immoveable, to wit :

A lot of land situate at Cartierville, fronting on the public road leading to Bordeaux and containing 43 feet in front, French measure, by the depth between the public road and the Rivière des Prairies and known and designated on the official plan and book of reference of the parish of St. Laurent, county of Jacques Cartier, as being a portion of lot No. 24, bounded in front by the public road, in rear by the Rivière des Prairies, on one side by another part of lot No. 24, belonging to Frederic Jauron, and the other side by J. C. Percival, with all the buildings thereon erected, as well as the water intake, wells, pipes in the river and underground, as far as the line of the public road ;

b. The town of St. Laurent shall further give the Saraguay Electric Light and Power Company a promissory note for the sum of five hundred dollars payable in three years from the 1st October, 1906, with interest at six per cent from that date;

c. The Saraguay Electric Light and Power Company shall pay all expenses whatsoever in connection with the intake of the waterworks of the town of St. Laurent, bear those already incurred, repay to the town of St. Laurent the expenses it may have incurred since the 4th September, 1906, take care of the said water intake and be responsible therefor in every respect and manner towards the town of St. Laurent from the extremity of the intake in the Rivière des Prairies to the public road in front of the property above described, so long as the contract between the town of St. Laurent and the company shall last.

d. The town of St. Laurent shall have the right to continue to collect the tax from Mrs Widow Thauvette, so long as she supplies herself from the waterworks pipe belonging to the town of St. Laurent.

e. A contract shall be entered into before a notary between the town of St. Laurent, represented by Mr. Philémon Cousineau, mayor, and Mr. C. S. Tassé, secretary-treasurer, who are hereby authorized to sign such contract, and the said Saraguay Electric Light and Power Company for the purpose of carrying out this by-law.

In consequence of all the above and in the execution of the by-laws above set forth, the party of the first part sells, as-

signs and transfers with all legal warranties to the party of the second part, thereof accepting, the immoveable hereinabove described for good and valid consideration received before this day, whereof quit, in order that the party of the second part may remain the absolute owner thereof in accordance with the by-laws of the party of the first part above set forth, subject to the rights of the party of the first part reserved by the latter in the by-law hereinabove firstly cited.

Whereof acte; done and passed at Montreal aforesaid, under the number one thousand seven hundred and five of the minutes of the undersigned notary.

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

(Signed) PHIL. COUSINEAU, *mayor*,
" C. S. TASSÉ, *sec.-treasurer*,
" E. CHAMPAGNE,
" H. GOHIER, N.P.

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

H. GOHIER, N. P.

SCHEDULE III

in the year nineteen hundred and six, on the twenty-second day of March,

Before CAMILLE PAQUET, the undersigned notary public, for the Province of Quebec, Canada, residing in the town of Maisonneuve, and practising there as well as in Montreal,

CAME AND APPEARED :

THE CORPORATION OF THE VILLAGE OF BORDEAUX, a body politic and corporate, having its principal place of business in the village of Bordeaux, acting and represented herein by Mr. Edmond Lussier, advocate, mayor of the said corporation and residing in the said village of Bordeaux, hereunto duly authorized by a resolution of the said corporation dated the sixth day of November last,

Of the one part .

AND

Mr. EVARISTE CHAMPAGNE, insurance agent, residing in Mont-

real and doing business therein alone under the name and style of The Cartierville Electric Light and Power Co., hereinafter called the company,

Of the other part.

Which parties have stipulated as follows, to wit :

1. The said company hereinabove designated has installed at Cartierville and operates at its own expense the electric machinery, dynamos, etc., in a word, all the plant required for the supplying light to the inhabitants of the said corporation and the corporation with all the light they may deem advisable to take.

2. Everything connected with the installation, both at Cartierville and on the distance between Cartierville to Bordeaux and in Bordeaux of such system of electric light, such as wires, poles, electric lamps, reflectors, etc., finally everything that may be necessary for supplying the 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 cost and expense, without the said corporation having anything to pay for any reason whatsoever.

3. The said company shall instal in the municipality of the village of Bordeaux at such place as may be indicated to it by the council of the said village, forty electric lamps of sixteen candle-power or an equivalent number of lamps of thirty-two candle-power at the choice of the said council or any additional number of electric lamps required by the council, by giving the said company eight days' notice to put up such additional lamps.

And, as the lamps become black by use after a certain time, no longer giving the same light, the company shall be obliged to renew them from time to time, whenever they become black and the inspector of the corporation of the village of Bordeaux considers that they no longer give proper light.

Each and every of such lamps shall be placed at the height of from twelve to fifteen feet and provided with reflectors called Regulation Reflector Types ; and shall be attached to the poles by iron rods of the required length, so that the lamp will give the greatest possible light, according to the opinion of the engineer of the corporation.

Each and every of such lamps shall receive a minimum force of one hundred and four volts, and if one or more of the said lamps be extinguished and remain extinguished owing to the breaking of the wire, or otherwise for one or more evenings, a discount in proportion to the period of time during which they shall remain so extinguished shall be allowed to the said corporation.

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 reason whatsoever, the corporation shall have the right to put an end to this contract by giving a written notice of three months to the said company.

6. The company shall replace the poles whenever necessary, as well as all the plant required for the working 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 period of darkness counting from sunset to sunrise; this shall comprise the whole period of darkness of the day, even in the winter time, during which period the electric light shall be supplied not later than four o'clock in the afternoon.

8. The said company shall supply free of charge to the said corporation all the electric current necessary for thawing out the hydrants of the waterworks of the municipality of Bordeaux, on the following conditions:

a. The power shall be supplied only during the hours when the machines are working in carrying out the present contract and the corporation shall give at least three hours' notice, except in case of fire :

b. All apparatus necessary for thawing shall be supplied and kept in order by the corporation ; the machines shall be accepted by the company's engineer ;

c. The current required for such purpose shall be taken at the place indicated by the engineer of the company and the connection and disconnection shall be effected in the same manner ;

d. The corporation shall supply all necessary assistance to the said company, and further pay thirty-five cents per hour to the employees of the said company ;

e. The said company assumes no responsibility as regards accidents in this connection during such work of thawing out ;

f. The said company undertakes to supply power without other charges than those mentioned below in the streets only where electric poles and wires are placed.

9. The said company shall likewise furnish to the residents of the town of Bordeaux applying therefor, electric light at a rate not exceeding six dollars per annum per light of sixteen candle-power, to burn constantly during the hours of darkness every day or at a rate calculated according to meter and based on the price now in force in the city of Montreal, but which may be less according to arrangements which the said company may make with such residents.

Should the corporation, during the continuance of this contract, wish to have arc lamps of 1,200 candle-power, the com-

pany shall supply the same at a maximum price of \$90 per lamp for the first ten lamps, \$85.00 for the next ten lamps, \$80.00 for the next ten after the above twenty and \$75.00 for all lamps over thirty.

The corporation shall also have the right to substitute arc lamps for the sixteen thirty-two candle-power lights on giving written notice eight days beforehand, and this at the expense of the company.

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

TARIFF FOR ELECTRIC LIGHT

STREET LIGHTING

Sixteen candle-power lamp, per annum..... \$10.00

Thirty-two candle-power lamp, per annum..... 20.00

To be maintained at the charge of the company from sunset to sunrise.

PRIVATE LIGHTS

For every sixteen candle-power lamp, three quarters of a cent per ampere hour, of fifty volts or fifty Watt-hours, plus twenty-five cents per month for the meter, with the right to purchase such meter. No meter shall be supplied unless the consumption shall be at least one dollar per month.

Discount of ten per cent on each month's account under a yearly contract.

Discount of twenty-five per cent for monthly accounts on three year contract.

Discount of thirty-five per cent on the account of each month in five years' contract.

Contracts for five years, to obtain such discount of thirty-five per cent, must be signed before the first of June next. But the company does not undertake to renew contracts at thirty-five per cent after such period of five years. But a discount of ten and twenty-five per cent shall be granted throughout the whole duration of such contract, namely, during twenty-five years :

CURRENT RATES

Fifty cents per lamp of sixteen candle-power per month.

To be maintained at the charge of private individuals ; the current to be taken to the place where it enters the house.

10. The said corporation shall pay to the said company for lighting the said municipality for forty lamps above mentioned, the sum of ten dollars per lamp, or if said corporation chooses thirty-two candle-power lamps, the rate shall be twenty dollars per lamp of thirty-two candle-power, payable every three

months the first payment to be made three months after the said company shall have commenced to operate the light and shall have supplied the same as agreed upon with the said corporation.

And if the said corporation at any time during the continuance of this contract requires an additional number of lights, it shall pay to the said company a sum of ten dollars per light for sixteen candle-power lamps or of twenty dollars per lamp of thirty-two candle-power.

11. The said company shall also have the right to supply electric light with its installation at Cartierville to the municipalities and ratepayers adjoining the municipality of Bordeaux and may place its wires on the poles which it shall use for lighting Bordeaux for the purpose of conveying the light to another municipality.

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

13. The corporation hereby grants the said company exemption from taxation on the poles and all the plant it may have within the limits of the said municipality under the present contract and this during the whole duration of the present contract.

14. On the terms of the by-law on which the present contract is based, the exclusive privilege for such lighting is granted to the said company to the thirtieth of April nineteen hundred and thirty, but it is well understood that such privilege is granted by the corporation only in so far as it is in its power to do so, and the latter in no wise guarantees the right, existence or the validity of this privilege ; all that it does undertake to do is not to grant the privilege to any other company during that period.

The said corporation grants the said company the privilege mentioned in article 639 of the Municipal Code respecting the work to be done for supplying light to the inhabitants of the said municipality, without warranty but only in so far as it has the right to do so.

15. After each period of five years beginning from the signing of this contract, the said corporation shall have the right to repurchase from the said company or its representatives the whole of their electric light transmission system; such as poles, electric lamps, etc., installed in the municipality on condition that it shall pay to the said company the intrinsic value of such installation, such value to be determined by three arbitrators: one to be appointed by the company, one by the corporation and the third by the other two arbitirators, with an additional twenty per cent ; and upon payment of such sum determined by such

arbitrators, the said company shall transfer to the corporation the ownership and possession of everything above mentioned. The arbitrators' award shall be final.

The corporation shall notify the said company at least three months before the expiration of each term of five years, in writing, of its intention to effect such purchase and shall, at the same time that it shall give notice, appoint its arbitrators; the said company shall appoint its arbitrator within a delay of eight days from such notice, the two arbitrators chosen shall appoint a third within an additional delay of eight days, and the three arbitrators shall give their award as soon as possible.

In the event of such purchase by the corporation, the latter shall purchase the power of the company at the rate of eight cents per kilo-watt-hour, but the said company shall not have the right to sell, assign or transfer to the town of St. Laurent or any other municipal corporation this obligation of the corporation of the village of Bordeaux to purchase the power as aforesaid.

In the event of the sale by the company of its system to the town of St. Laurent or to any other corporation whatsoever, the corporation of the village of Bordeaux shall *ipso facto* be freed from such obligation.

As the company has installed its lighting system, it is not necessary to insert in the present contract clauses 16 and 18 of the said by-law.

17. The said corporation shall incur no responsibilities in consequence of the work done by the company for the installation of its electric light plant within the limits of the municipality; all disbursements, damages or indemnities resulting from accident 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 for anything whatsoever.

19. Should the corporation, at any time during the duration of the contract, decide to work the engines which may be in its possession either for pumping the water required for its water-works or for any other cause, the said company shall be obliged to furnish the necessary power for such purpose, at the rate of ten cents per kilo-watt-hour.

20. The privileges and obligations of the said company respecting these presents shall apply to its successors and representatives.

The present contract is based on by-law number five concerning the electric light of the former village of St. Joseph de Bordeaux, adopted by the council of the said village on the sixth November last and all the clauses set forth in the said

by-law shall be binding on the said company as well as on the said corporation, although not inserted herein.

WHEREOF ACT; done and passed at Montreal under the number four thousand five hundred and thirty-seven of the repertory of the undersigned notary.

And the parties have signed with us the said notary and in his presence, these presents duly read.

(Signed) E. LUSSIER, *Mayor*.

“ THE CARTIERVILLE LIGHT & POWER CO.,
Per E. CHAMPAGNE.

“ C. PAQUET, N. P.

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

C. PAQUET, N. P.

SCHEDULE IV

In the year nineteen hundred and six, the ninth of October.

BEFORE MR. HERCULE GOHIER, the undersigned notary public for the Province of Quebec, residing in the town of St. Laurent, in the county of Jacques-Cartier and practising in the city and district of Montreal, in the said Province.

CAME AND APPEARED :

THE CORPORATION OF THE MUNICIPALITY OF THE VILLAGE OF CARTIERVILLE, a body politic and corporate, having its principal place of business in the said village of Cartierville, herein acting and represented by Félix Plouffe, trader and mayor of the said village of Cartierville and hereunto duly authorized by by-law of the municipal council of the said corporation, dated the fourth of June 1906, an extract wherefrom duly signed by the secretary and signed and initialed by the parties and notary, *ne varietur*. remains annexed to these minutes.

Party of the first part.

AND

THE SARAGUAY ELECTRIC LIGHT AND POWER COMPANY, a body politic and corporate, having its head office in the city of Montreal, and herein represented by Mr. Evariste

Champagne, insurance inspector, of Montreal, and manager of the said company hereunto authorized by and in virtue of a resolution of the board of directors of the said company dated the seventh August, one thousand nine hundred and six, a copy whereof duly certified by the secretary of the said company and signed and initialed by the parties and notary, remains annexed to the original of these presents.

Party of the second part .

Which said parties of the first and second part have covenanted as follows:

Whereas the party of the second part has submitted certain proposals in writing concerning the right to erect poles and supply light to private houses in this municipality, the party of the first part, and to light the streets and property of the latter;

It is therefore resolved by by-law No. 4, passed on the fourth June last, 1906, by the municipal council, party of the first part, as follows :

The party of the second part shall :

1. Instal at Cartierville and operate, at its expense, electric machinery, dynamos, etc., in a word all the plant required for supplying the municipality of Cartierville and its inhabitants with all the light they may deem it advisable to take.

2. To provide at its own expense everything connected with such electric light system, such as wires, poles, electric lamps, reflectors, etc., etc., in a word all that is necessary for supplying such light, as aforesaid, and they shall be kept in good order and condition at their cost and expense without the said municipality of Cartierville having anything to pay for any reason whatsoever.

To remove at its expense any pole that might hereafter impede the corporation or any private individual and this on a written requisition of the council to that effect.

3. The party of the second part shall instal in the municipality of Cartierville, at such places as may be indicated to it by the council of the said village, the number of lamps of sixteen candle-power or of thirty-two candle-power required by the council, by giving the said party of the second part, eight days notice to put up such lamps.

And as the lamps become black by use after a certain time, no longer giving the same light, the party of the first part shall be obliged to renew them from time to time, whenever they become black and the inspector of the municipality of the village of Cartierville considers that they no longer give proper light.

Each and every of such lamps shall be placed at the height of from twelve to fifteen feet and provided with reflectors called "regulation reflector types ;" and shall be attached to the poles by iron rods of the required length, so that the lamp will give the greatest possible light, according to the opinion of the engineer of the municipality.

4. It is well understood that each and every of such lamps shall receive the minimum force of one hundred and ten volts, and if one or more of the said lamps be extinguished and remain extinguished owing to the breaking of the wire, or otherwise for one or more evenings, a discount in proportion to the period of time during which they shall remain so extinguished shall be allowed to the said municipality.

5. It is well understood that if the party of the second part does not give good light and does not carry out its contract according to its tenor and the municipality has reason to complain of the said company for any reason whatsoever, the municipality of Cartierville shall have the right to put an end to the contract by giving a written notice of three months to the said party of the second part.

6. It is well understood that the said municipality party of the second part shall replace the poles whenever necessary as well as all the plant required for the working of the electric light.

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

8. Supply to the residents of the municipality of Cartierville, applying therefor, electric light, at a rate not exceeding six dollars per annum per light of sixteen candle-power, to burn constantly during the hours of darkness every day or at a rate calculated according to meter as hereinafter set forth.

Should the corporation, during the continuance of this contract, wish to have arc lamps of 1200 candle-power, the company shall supply the same at a maximum price per annum of \$90.00 per lamp for the first ten lamps, \$85.00 for the next ten lamps, \$80.00 for the next ten after the above twenty, and \$75.00 for all lamps over thirty.

The municipality shall also have the right to substitute arc lamps for the sixteen and thirty-two candle-power lights on giving written notice eight days beforehand, and this at the expense of the company.

The said party of the second part, shall not charge a higher tariff than the following, to wit :

Tariff for electric light.—Street lighting

Sixteen candle-power per lamp per annum. . . . \$10 00

Thirty-two candle-power lamp per annum. . . . 20 00

To be maintained at the charge of the party of the second part from sunset to sunrise. When the corporation shall have signed a contract for thirty lamps it shall be entitled to three lamps free of charge

Private lights

For every sixteen candle-power lamp, three quarters of a cent per ampere hour of fifty volts, or fifty watt hours, plus twenty-five cents per month for the meter, with the right to purchase such meter.

Discount of ten per cent on each month's account under a yearly contract.

Discount of twenty-five per cent on each month's account on a three year's contract.

Discount of 35% on monthly accounts, under a contract for 8 years, signed between now and the month of October.

Current rates

Fifty cents per lamp of sixteen candle-power per month.

To be maintained at the charge of private individuals ; the current to be taken to the place where it enters the house, but the company shall replace free of charge sixteen candle-power lamps that are unfit for use.

9. The party of the second part shall also have the right to supply electric light with its installation at Cartierville to the municipalities and ratepayers adjoining the municipality of Cartierville, and may place its wires on the poles which it shall use for lighting Cartierville for the purpose of conveying the light to another municipality.

10. It is well understood that the said municipality shall have no other obligations towards the said party of the second part than that above mentioned of paying the sum of ten dollars per lamp of sixteen candle-power and twenty dollars per lamp of thirty-two candle-power per annum while it supplies the light.

11. The municipality hereby grants to the said party of the second part exemption from taxes on poles and buildings and all the plant it may possess within the limits thereof under the present contract and this throughout the whole duration of the present contract.

12. This contract is made for fifteen years from the thir-

tieth of April last and shall continue in such manner as to expire on the thirtieth of April, 1921, and the exclusive privilege for such electric light is granted to the said party of the second part for such period of time; but it is well understood that such privilege is granted by the said municipality of Cartierville only in so far as it is in its power to do so, and the said municipality does not guarantee the right, the existence or validity of such privilege : all that the municipality undertakes to do is to not grant the privilege to any other company during the duration of the said privilege hereby granted, and not itself to supply the streets and buildings with electric light, but to take exclusively from the party of the second part all the electric light it may require at the rates and conditions mentioned in the present by-law. And the said municipality grants to the party of the second part the privilege contained in article 639 of the Municipal Code, respecting works to be done for supplying light to the inhabitants of the said municipality without any warranty however, except in so far as it may have the right to give the same.

13. It is further stipulated that a contract shall be signed at the expense of the party of the second part, by the mayor and the said party of the second part to carry out the present by-law and as soon as the contract is signed, the said party of the second part shall have a delay of six months for carrying out such contract and if it neglects to put the electric light system in operation in a perfect manner within a delay of six months such contract shall be null and void.

14. The municipality of Cartierville shall incur no responsibility in consequence of the work to be done by the party of the second part in connection with the installation of the electric light plant within the limits of the municipality ; the party of the second part undertakes to take all precautions required for the isolation of its electric light wires, etc., and all disbursements, damages or indemnities resulting from accident shall be paid by the party of the second part, the intention of the said parties being that the municipality of Cartierville shall be held harmless by the said party of the second part for all responsibility whatsoever.

15. The privileges and obligations of the party of the second set forth in the present by-law shall apply to its successors and representatives, if necessary.

Such are the stipulations of the parties agreed upon and accepted hereby on both sides.

Whereof, acte ; done and passed at Montreal, under the number one thousand four hundred and fifty-four of the minutes of the undersigned notary.

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

(Signed) FELIX PLOUFFE, *mayor*,

“ E. CHAMPAGNE,

“ H. GOHIER, N. P.

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

H. GOHIER, N. P.

SCHEDULE V

In the year nineteen hundred and six, the thirty-first of December.

BEFORE MR. HERCULE GOHIER, the undersigned notary public for the Province of Quebec, residing in the town of St. Laurent, in the county of Jacques-Cartier, and practising in the city and district of Montreal, in the said province.

CAME AND APPEARED :

THE CORPORATION OF THE MUNICIPALITY OF THE VILLAGE OF CARTIERVILLE, a body politic and corporate having its principal place of business in the said village of Cartierville, herein acting and represented by Félix Plouffe, trader and mayor, and Louis Boyer, esquire, advocate and secretary-treasurer, both of the said village of Cartierville, hereunto duly authorized by by-law of the municipal council of the said corporation, dated the tenth of September last, 1906 and by a resolution of the fifth November instant, 1906, copies whereof duly certified by the secretary and signed and initialed by the parties and notary, *ne varietur*, remain annexed to the original of these presents.

Party of the first part, herein called “ The Corporation. ”

AND

THE SARAGUAY ELECTRIC AND POWER COMPANY, a body politic and corporate having its head office in the city of Montreal and herein represented by Mr. Evariste Champagne, insurance inspector of Montreal, and manager of the said company, hereunto authorized by and in virtue

of a resolution of the board of directors of the said company dated the fifth December, one thousand nine hundred and six, a copy whereof duly certified by the secretary of the said company and signed and initialed by the parties and notary, *ne varietur*, remains annexed to the original of these presents.

Party of the second part, herein called "The Company."

Which parties of the first and second parts have entered into the following stipulations, to wit :

1. The company may and shall instal and operate during the duration of its privilege, the whole at its own expense, a complete system of waterworks within the limits of the afore-said corporation, and on the following conditions :

The company above designated shall instal at its own cost and at such depth as it may deem advisable, a pipe of iron or its equivalent, of a sufficient size ;

a. From the eastern boundary of the municipality on the Sault road, opposite the lot of Mr. Emile Galibert ;

b. On the St. Laurent road, from the river des Prairies to the southern boundary of the municipality ;

c. In Gilbert or Falbert street ;

d. In all the streets, lanes and public places or private lands, upon requisition and guarantee by the council of an amount equal to seven per cent of the cost of the said pipes and of the laying thereof within the territory extending from Mr. Emile Galibert's lot to the eastern boundary of the municipality of the village of Cartierville and equal to ten per cent in the remainder of the municipality of the village of Cartierville, for a period of ten years; after such period of ten years, the ordinary tariff mentioned in this by-law shall then be in force.

3. In the case provided by this paragraph the company may and shall charge if hereunto required by the council of the village of Cartierville, a tariff sufficiently high to assure the revenues above specified.

4. The company shall instal at every four hundred feet or otherwise, provided there be the same number as if they were placed at four hundred feet along the whole distance of the said waterworks, as indicated to it by the engineer or other officer of the corporation duly authorized for the purpose, hydrants of a pattern approved by the council or officer designated by it to such effect, without other costs than those mentioned in this by-law during the construction of the said waterworks. If application be made for the installation o

hydrants after the work of building the waterworks is completed, the corporation shall give one month's notice to the company which shall put in the same at its expense. The company shall not be responsible for any damage caused by the said hydrants freezing or not working for any reason whatsoever; but shall be bound to thaw them out and repair them at its cost within twelve hours following the notice which shall be given in writing to that effect by any authorized officer of the council.

5. With the above exception, the company shall at all times keep the waterworks in good working order, maintain a good pressure in the pipes of the said waterworks, so as to give a first class supply of water for all public, private and industrial purposes.

6. The company shall build a reservoir or water tower within the limits of the municipality of the village of Cartierville, or it may, if it prefers, connect its pipes with another waterworks outside of the municipality of the village of Cartierville, or it may also pump the water directly into its pipes and in such case it shall not be bound to build any reservoir or water-power.

7. The intake of the water shall be in the Rivière des Prairies at the place where the works of the company are now situate.

8. The municipal council of the said village of Cartierville hereby grants the said company an exemption from taxation for the whole system of the said waterworks and the whole plant it may possess within the limits of the municipality in accordance with the present by-law for twenty-five years, the duration of the privilege hereby granted.

9. The said council grants to the said company, the privileges contained in article 639 of the Municipal Code with respect to works to be performed for the supplying of water to the inhabitants of the said municipality, and also grants it the right to make the necessary excavations in the streets for the purpose of repairing the said waterworks when necessary.

10. The company shall come to an agreement with the Turnpike company, the corporation subrogating it in its rights, subject to the company enforcing the same at its expense if necessary.

11. The company shall replace the roads in good order as before the works and shall alone be responsible towards any person whomsoever for all damages resulting both from the said water-works and the installation of the same and shall hold the corporation harmless.

12. This by-law shall be in force and shall continue so as to expire on the first of September, 1931, and an exclusive

privilege for the supply of water within the limits of the municipality is hereby granted to the said company for such period of time ; the municipality of the village of Cartierville however shall be responsible only for its own acts, and the company undertakes to enforce itself, its rights against third parties.

13. Throughout the duration of the privileges hereby granted the right to supply water shall belong exclusively to the company and no person or corporation shall have the right to take water elsewhere than from the water-works of the company, and on the terms and conditions mentioned in the present by-law and the taking of water from the said waterworks by every person shall be obligatory.

13a. The privileges and obligations of the company set forth in this by-law shall apply to its successors and assigns, if necessary.

14. The company shall begin its work of constructing the said waterworks before the first of May, 1907, and shall complete the same before the first of November of the same year.

15. The company may supply water to other municipalities, companies and individuals outside of the municipality from its waterworks, provided the municipality or the rate-payers do not suffer thereby.

16. No tariff higher than the following shall be charged by the company, namely :

Dwellings. Seven dollars per annum for the first water-tap and one dollar per annum for each additional water-tap.

Stores and butcher stalls. Ten dollars per annum for the first water-tap ; three dollars for the second water-tap and one dollar per annum for each additional water-tap.

Hotels and taverns. For hotels and taverns, twenty dollars per annum for the first water-tap, four dollars per annum for the second water-tap and two dollars per annum for each additional water-tap.

Hotel stables. Five dollars per annum.

Horses. One dollar per annum up to ten dollars each.

Cows. Fifty cents per annum up to twenty, each.

Livery stables. Two dollars per annum per stall, whether occupied or not.

Hand hose. For watering, with nozzle not more than one quarter of an inch, two dollars per annum.

Electric or Steam Railway Stations. Twenty-five dollars per annum for the first water-tap, five dollars per annum for each additional water-tap.

Steam-engines. Seven dollars per annum per horse-power besides a tariff on the nozzle.

Meter tariff. Three cents per 100 gallons when the quantity employed daily is 1000 gallons or less.

GALLONS.						
From 1000	to	2000	.....	29	cts	per 1000
" 2000	"	3000	.....	28	"	"
" 4000	"	5000	.....	27	"	"
" 5000	"	6000	.....	23	"	"
" 6000	"	7000	.....	21	"	"
" 7000	"	8000	.....	20	"	"

When the average quantity used is over 8000 gallons per diem, twenty cents per thousand gallons.

Building materials. Six cents per 1000 bricks, five cents per toise of masonry, four dollars per 1000 yards of plaster.

Private fountains. Special arrangements may be made between the company and private individuals.

Hydrometers. Persons taking water by meter shall have the right to furnish their own meter, subject to the approval of the company ; if the company supply the meters, the charge shall be made as follows :

Hydrometer of	$\frac{1}{2}$ inch	.....	\$3 00	per annum
"	$\frac{3}{4}$ "	.....	3 75	"
"	1 "	.....	4 75	"
"	$1\frac{1}{2}$ "	.....	8 00	"
"	2 "	.....	14 00	"
"	3 "	.....	25 00	"
"	4 "	.....	45 00	"
"	6 "	.....	100 00	"

Hydrants. For all hydrants placed in the streets of the municipality, the corporation shall be charged an annual due of fifteen dollars each.

For all other purposes not specified, the tariff shall be settled by arbitration.

17. The company may collect the tax or due for supplying water to every proprietor, tenant or occupant of a house, store, or other building whether he uses or does not use the water provided the company has sent him notice that it is prepared to supply water near his store, house or building on the line between the public road facing the same and his lot.

17a. All connections with the company's pipes shall be made at the expense of the individuals.

17b. The sums above fixed for the supply of water shall be payable in advance at the office of the company semi-annually on the first of the months of May and November in each year.

18. The company shall have the right to shut off the water from any person who neglects or refuses to pay the amount

above specified, being obliged to pay the same, within ten days from the date when the said water tax or rates became due, and in such case, the corporation shall also have the right to collect and to sue for the recovery of the taxes due and to become due, even after the water has been shut off.

19. The company shall have the right to prevent waste or loss of water by ratepayers and may at any suitable hour of the day, visit the houses or other premises to ascertain whether there is any waste or loss of water.

20. If at any time the company neglects to supply water as herein specified, the corporation shall, after five days notice, have the right itself to furnish water and to use the waterworks system of the company for such purpose, and the right to receive the price of the water, both for private and public purposes, during that time shall cease to belong to the company and shall inure to the corporation, the whole without prejudice to lawful damages.

In the event of the company continuing, after three months notice, not to supply water, except in the case of irresistible force as agreed upon, the said system shall remain the property of the corporation without compensation.

21. The corporation shall have the right to purchase the said waterworks system at any time after the expiration of the franchise by paying the real value thereof as established by arbitration in accordance with the Cities and Towns' Act, 3 Edward VII, chapter 38, section 28.

And in order that the water service may not be interrupted, the corporation shall have the right under the circumstances aforesaid to take possession of the said waterworks system and to collect the water rates as soon as the council shall have duly given notice to the company of its intention to do so, and the sum subsequently fixed by the arbitration shall bear interest at the legal rate then current from the date of such taking possession.

It is further understood and agreed between the parties hereto, that the said party of the second part shall, further, construct, at the same time as the waterworks, but on account of the corporation, in the streets specified in the second paragraph above, sections *a*, *b* and *c*, a sewerage system according to plans prepared by F. C. Laberge, engineer, comprising filters, basin, pump and shelter for the same, the whole subject to the acceptance of the engineer and for such works the price shall be paid by the company fifteen days after the plans prepared by the engineer of the corporation shall be ready, payable on certificate of the said engineer in the course of the works, less fifteen per cent draw-back until the final acceptance of the work, when the balance shall be payable.

In the event of the company's tender not being accepted by the corporation for the construction of the said sewer,

the said company shall allow the corporation to use its trenches, but in such case the corporation shall pay the company twenty-five per cent of the cost of excavation, and if the company is obliged to perform additional work of excavation on account of the said sewer, the total cost of the additional work shall be paid by the corporation.

The company shall furnish for ever, on the north-east side of its lot at Cartierville, known and designated as being a portion of the lot of land number twenty-four of the cadastre of the parish of St. Laurent, the land required for the filter and the necessary connections to connect it with the sewers and carry the water to the river, according to plans and specifications of the engineer of the municipality, gratuitously if their tender for the construction of the drain is accepted and for the price of seven hundred and fifty dollars if it be not, and to supply, when and as long as the corporation requires the same, electric power for pumping the water from the drains to the filter at the price of ten cents per kilowatt hour.

As the company extends its waterworks system, it shall, when thereunto required by the council of the village of Cartierville, lay at the same time in such manner that the municipality of the village of Cartierville may benefit by the excavation, the sewer pipes or drains of the municipality of the village of Cartierville as required by the engineer of the latter, in consideration of the remuneration of ten per cent over and above the cost of the pipes and accessories and labor for the additional laying and the excavation required.

And in order that the municipality of the village of Cartierville may avail itself of this clause, the company shall give one month's notice of any proposed extension to its waterworks.

The company shall pay the cost of these presents and of a registered copy for the corporation and undertakes to consent to sign at the expense of the corporation all deeds useful or necessary for the purpose of constituting a good title in favor of the corporation to the land required for the filter.

Such are the agreements between the parties.

Whereof acte ; done and passed at the city of Montreal, under the number fifteen hundred and seven of the repertory of the undersigned notary.

And the parties of the first and second parts have signed with us, notary, these presents duly read.

(Signed) FELIX PLOUFFE, *mayor*,

" E. CHAMPAGNE,

" LOUIS BOYER,

Secretary-treasurer,

" H. GOHIER, N. P.

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

H. GOHIER, N. P.

VI

In the year one thousand nine hundred and six, on the third of December,

Before Mr. JOSEPH ADHEMAR OGDEN, the undersigned notary public for the Province of Quebec, in Canada, residing and practising in the city of Montreal,

CAME AND APPEARED :

THE MUNICIPALITY OF THE VILLAGE OF AHUNTSIC, a body politic and corporate, having its principal place of business in the village of Ahuntsic, herein acting and represented by His Worship the mayor, Mr. Silfrid Gaudry, accountant, and Mr. Adolphe Anicet Prieur, secretary-treasurer of the said municipality, both residing in the village of Ahuntsic and hereunto duly authorized by and in virtue of a resolution of the municipal council of the said municipality of Ahuntsic, passed at its special session, held on the fifteenth day of the month of October, one thousand nine hundred and six, a duly certified copy whereof shall remain annexed to the original of these presents; the said resolution having been passed to give effect to a resolution of the municipal council of the said village of Ahuntsic, and a duly certified copy of the same shall also remain annexed to the original of these presents,

Party of the first part.

AND

THE SARAGUAY ELECTRIC LIGHT AND POWER COMPANY, a body politic and corporate, having its head office in the city of Montreal and herein acting and represented by Mr. Évariste Champagne, residing in the city of Montreal hereunto authorized by and in virtue of a resolution of the board of directors of the said company dated at a meeting held on the sixth November, one thousand nine hundred and six, a certified copy whereof shall remain annexed to the original of these presents, after having been signed *ne varietur* by the managing director and the undersigned notary,

Party of the second part.

Which said parties represented and acting as aforesaid have covenanted together as follows :

The party of the second part undertakes :

1. To instal the necessary electric system in the neighborhood

and within the limits of the municipality of Ahuntisc, to light the latter.

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

3. To supply 16 candle-power lamps at the rate of ten dollars (\$10.00) per lamp and 32 candle-power lamps at the rate of twenty dollars (\$20.00) per lamp, provided the municipality undertakes to assure it a minimum of forty (40) lamps and grants it an exemption of taxes for twenty-five (25) years.

In addition to the above, the parties hereto also covenant as follows, to wit :

1. The said company hereinabove designated shall instal at Cartierville and operate at its own expense the electric machinery, dynamos, etc., in a word, all the plant required for the supplying the municipality of Ahuntsic and its inhabitants with all the light they may deem advisable to take.

2. Everything connected with the installation, both at Cartierville and on the distance between Cartierville, St. Joseph de Bordeaux, and in Ahuntsic, of such system of electric light, such as wires, poles, electric lamps, reflectors, etc., finally 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 cost and expense, without the said corporation having anything to pay for any reason whatsoever.

The said company shall instal in the municipality of Ahuntsic at such places as may be indicated to it by the council of the said village, forty electric (40) lamps of sixteen (16) candle-power or an equivalent number of lamps of thirty-two (32) candle-power lamps at the choice of the said council or any additional number of electric lamps required by the council, by giving the said company eight days' notice to put up such additional lamps.

The company shall keep everything connected with its system in good working order ; shall, when needed, replace all materials or plant required for the working of the electric light, such as poles, wires, meters, electric lamps broken, burned, blackened by use, as soon as notified in writing to do so by the inspector of the municipality, within twenty-four (24) hours, and without any charge.

3. Each and every of such lamps shall be placed at the height of from twelve to fifteen (12 to 15) feet and provided with reflectors called Regulation Reflector Types ; and shall be attached to the poles by iron rods of the required length so that the lamp will give the greatest possible light, without causing

damage to passers by, even those in vehicles, and this according to the opinion of the engineer of the municipality.

4. It is well understood that each and every of such lamps shall receive the minimum force of one hundred and four (104) volts or fifty (50) double ampere volts, provided the result is the same, and if one or more of the said lamps be extinguished and remain extinguished owing to the breaking of the wire, or otherwise, for one or more evenings after notice has been given, a discount in proportion to the period of time during which they shall remain so extinguished shall be allowed to the said municipality.

5. It is well understood that 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, as soon as it is established by the mayor, a justice of the peace and a councillor by a minute drawn up to that effect, without its being necessary to have recourse to the courts, the said municipality of Ahuntsic shall have the right to put an end to this contract by giving three months' notice to the said company.

6. The company shall not have the right to put its wires on the roofs of houses, by means of bridges, nor upon trees in the municipality without the consent of the owners.

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

Light shall be supplied by the company for lighting the private houses of the inhabitants of the village of Ahuntsic as stated elsewhere, on application, by means of incandescent or arc lamps. The electric current for the lamps shall be in operation as set forth elsewhere and such current shall always be first class.

The company further undertakes to supply electric power to the inhabitants or manufacturers of the municipality, by meter at the rate of ten (10) cents per kilo-watt-hour, with a minimum charge of thirty dollars (\$30.00) per annum per horse-power, up to twenty horse-power, and twelve dollars (\$12.00) per annum per each additional horse-power over twenty; the motive power shall be established by the capacity of the motor. The company undertakes to supply power during the day time, provided it has contracts for one hundred horse-power within the limits of the municipality on the prices and conditions above mentioned. It shall not be obliged to work its machinery during the day time for less than one hundred horse-power within the limits of the municipality.

8. It is further agreed and understood that the said company shall supply free of charge to the corporation of the municipality of Ahuntsic all the electric current necessary for thawing out the hydrants of the water-works of the municipality of Ahuntsic on the following conditions :

a. The power shall be supplied only during the hours when the machines are working in carrying out the present contract and the corporation shall give at least three hours notice except in case of fire.

b. All apparatus necessary for thawing shall be supplied and kept in order by the corporation ; such machines shall be accepted by the company's engineer ;

c. The current required for such purpose shall be taken at the place indicated by the engineer of the said company, and the connection and disconnection shall be effected in the same manner.

d. The corporation shall supply all necessary assistance to the said company and further pay thirty-five cents per hour to the employees of the said company ;

e. The company assumes no responsibility as regards accidents of any kind during such thawing out, unless they are caused by the incompetence of the company's employees. The corporation shall be responsible to the company for all accidents caused to the latter's machines through the incompetence of the corporation employees in thawing out the hydrants.

f. The said company undertakes to supply power without other charges than those mentioned above, in the streets only where electric posts and wires are laid ;

9. The said company undertakes to supply the corporation of the village of Ahuntsic with all the power needed for pumping the water of its water-works at ten (10) cents per kilo-watt-hour and one dollar per month for rent of the meter and the following rate shall be established as the minimum :

Five hundred dollars (\$500.00) per annum for a twenty (20) horse-power motor and ten dollars (\$10.00) per annum for every additional horse-power, and if the consumption calculated at ten (10) cents per kilo-watt-hour does not attain the amount fixed by the minimum, such sum fixed by the said minimum shall be payable in any case :

Example.—If the corporation installs a thirty-five horse-power motor, it shall then be bound to pay the following minimum, even if it did not use all the current represented by that sum calculated at ten cents per kilo-watt-hour : twenty horse-power per annum, five hundred dollars (\$500.00) each additional horse-power per annum, ten dollars (\$10.00).

The current shall be supplied from twelve o'clock at night (12.00 midnight) until sunrise.

Should such period of time not be sufficient for pumping the water, it shall be increased when necessary, but shall not, at any time, be supplied before ten o'clock in the evening (10 p.m.)

The current shall be measured by a Three Phase Meter 60 Cycle. The power factor of the motor must be not less than eighty-five per cent (85%) at full load.

A smaller motor would entail considerable expense on the company. The use of the light is not obligatory but voluntary for the rate-payers ; nevertheless, the company shall be obliged to supply light to all who apply for it at the rates hereinafter stipulated :

10. The said company shall likewise furnish to the residents of the municipality of Ahuntsic applying therefor, electric light at a rate not exceeding six dollars per annum per light of sixteen candle-power, to burn constantly during the hours of darkness every day at a rate calculated according to meter.

Should the corporation, during the continuance of this contract, wish to have arc lamps of twelve hundred (1200) candle-power, the company shall supply the same at a maximum price of ninety dollars (\$90.00) per lamp for the first ten lamps, eighty-five dollars (\$85.00) for the next ten lamps, eighty dollars (\$80.00) for the next ten after the above twenty, and seventy-five dollars (\$75.00) for all lamps over thirty.

The said municipality, shall also have the right to substitute arc lights for the sixteen and thirty-two candle-power lights on giving written notice eight days beforehand and this at the expense of the company.

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

TARIFF FOR ELECTRIC LIGHT

Street lighting

Sixteen candle-power lamp, per annum..... \$10.00

Thirty-two candle-power lamp, per annum..... 20.00

To be maintained at the charge of the company from sunset to sunrise.

Private lights

For every sixteen candle-power lamp, three quarters of a cent per ampere hour, of 50 volts or fifty watt-hours, plus twenty-five cents per month for the meter, with the right to purchase such meter from the company. No meter shall be supplied unless the consumption shall be at least one dollar per month.

Discount of ten per cent (10%) on each month's account under a yearly contract.

Discount of twenty-five (25%) per cent on three year contract.

Current rates

Six dollars (\$6.00) per lamp of sixteen (16) candle-power per year.

To be maintained at the charge of private individuals ; the current to be taken to the place where it enters the property.

11. The municipality of the village of Ahuntsic shall pay to the said company for lighting the said municipality for forty (40) lamps above mentioned, the sum of ten dollars (\$10.00) per lamp, or if said corporation chooses thirty-two (32) candle-power lamps, the rate shall be twenty dollars (\$20.00) per lamp of thirty-two (32) candle-power, payable every three months, the first payment to commence three months after the said company shall have commenced to operate the light and shall have supplied the same as agreed upon with the said municipality, and continue to do so until the thirtieth September-one thousand nine hundred and thirty-one.

And if the said municipality at any time during the continuance of this contract requires an additional number of lights, it shall pay to the said company a sum of ten dollars (\$10.00) per light of sixteen (16) candle-power lamps and of twenty dollars (\$20.00) per lamp of thirty-two (32) candle-power.

12. The said company shall also have the right to supply electric light with its installation at Cartierville to the municipalities and rate-payers adjoining the municipality of Ahuntsic, and may place its wires on the poles which it shall use for lighting Ahuntisc for the purpose of conveying the light to another municipality.

13. It is well understood that the municipality of Ahuntsic shall have no other obligation towards the said company than that above mentioned to pay it a sum of ten dollars (\$10.00) per lamp of sixteen (16) candle-power and of twenty dollars (\$20.00) per lamp of thirty-two (32) candle-power.

14. The municipality hereby grants the said company exemption from taxation on the poles and all the plant it may have within the limits of the said municipality under the present contract and this during the whole duration of the present contract.

15. This by-law shall continue in such manner as to expire on the thirtieth of September, 1931, and an exclusive privilege for such electric light and power is granted to the said company for such period of time ; but it is well understood that such privilege is granted by the said corporation only in so far as

it is in its power to do so, and it does not guarantee in any wise the right, existence or validity of such privilege ; all that the municipality undertakes to do is to not to grant the privilege to any other company during the duration of the said privilege hereby granted, and not itself to supply the streets and buildings with electric light but to take exclusively from the said company all the electric light and power it may require at the rates and conditions mentioned in the present by-law, except in the case of the municipality buying the company's lines as mentioned in article 16. And the said municipality grants to the said company the privilege contained in article 639 of the Municipal Code respecting works to be done for supplying light to the inhabitants of the said municipality, without any warranty, however, except in so far as it may have the right to give the same.

16. After each period of five years beginning from the signing of this contract, the municipality of Ahuntsic shall have the right to repurchase from the said company or its representatives the whole of their electric light system such as poles electric lamps, meters, transformers, etc., installed in the municipality of Ahuntsic on condition that it shall pay to the said company the intrinsic value of such installation, such value to be determined by three arbitrators : one to be appointed by the company, one by the municipality of Ahuntsic and the third by the two other arbitrators, with an additional twenty per cent ; and upon payment of such sum determined by such arbitrators, the said company shall transfer to the municipality the ownership and possession of everything above mentioned. The arbitrators' award establishing the cost of such lines of transmission or electric plant shall be final.

The municipality of the village of Ahuntsic shall notify the said company at least three months before the expiration of each term of five years, in writing, of its intention to effect such repurchase and shall at the same time that it shall give notice appoint its arbitrators ; the said company shall appoint its arbitrators within a delay of eight days, the two arbitrators chosen shall appoint a third within an additional delay of eight days, and the three arbitrators shall give their award as soon as possible.

In the event of the repurchase of the system of electric light installed within the limits of the municipality, the corporation undertakes to purchase from the company all the power it may need for the operation of its lines or of any other industry working by electricity within the limits of the municipality, at a rate not exceeding eight (8) cents per kilo-watt-hour.

In the event of the purchase by the said municipality, the latter shall allow the said company to put wires and cross-arms on its poles for the remainder of the term of the franchise, so as

to enable it to fulfil its contracts for light and electric power which it may have with municipalities beyond the limits of the municipality of Ahuntsic, and this without charge.

17. The municipality of Ahuntsic shall incur no responsibility in consequence of the work done by the company for the installation, operation and proper working of its electric light plant within the limits of the municipality, the company undertaking to take all proper precautions for the isolation of its electric wires, etc., and all disbursements, damages or indemnities resulting from accident shall be paid by the said company, the intention of the parties being that the municipality of Ahuntsic shall be held harmless by the said company from all responsibilities whatsoever and for anything whatsoever.

18. The privileges and obligations of the said company set forth in this by-law shall apply to its successors and representatives, if need be.

19. To secure the execution of the contract which the parties shall sign after the adoption of this by-law, the Saraguay Electric Light and Power Company shall deposit, as security for the execution of the by-law and contract, an accepted cheque for one thousand dollars (\$1,000.00) and if the company neglects to put the electric light system in operation in a thorough and satisfactory manner within a delay of six months, the contract shall be null and void and the municipality of Ahuntsic shall have the right to keep such amount of one thousand dollars (\$1,000.00) as liquidated damages caused by the non-execution of the contract or the refusal to comply therewith.

It is well understood between the parties that the said cheque of one thousand dollars shall be handed back to the said company as soon as the latter shall light the municipality to the satisfaction of the council.

20. The cost of lighting the municipality shall be paid out of the management expenses fund and shall be levied on all taxable property in the municipality under the terms of article 489 of the Municipal Code and those for pumping, out of the moneys to be levied under by-law No. 35.

21. The present by-law shall come into force immediately after its promulgation. The mayor and secretary-treasurer of the municipality are both authorized to sign, for and on behalf of the municipality, a contract based on the provisions of the present by-law.

22. All sums of money due the company for private lighting or by the corporation shall be paid at the head office of the company within fifteen (15) days after demand and if the consumer neglects to pay what he owes the company within

such delay of fifteen days, he shall forfeit all right to the discount mentioned in article 10 of this by-law.

23. The company undertakes to grant a discount of thirty-five per cent (35%) to any person who subscribes a contract for five years before the first November one thousand nine hundred and six. The company does not undertake to renew such contracts at thirty-five per cent after such period of five years, but the discount of ten and twenty-five per cent (10% and 25%) shall be granted during the entire continuance of this contract, namely, for twenty-five years.

The company undertakes throughout the continuance of the contract to remit yearly an amount of twenty-five dollars on the cost of lighting the council room and also for two lights in front of the residence of the mayor of the municipality, the lamps to be put up at the expense of the municipality.

Whosoever shall infringe any of the provisions of the said by-law No. 36, annexed to the original of these presents, shall be liable to a fine or penalty not exceeding twenty dollars, with costs, or to an imprisonment of thirty days for each offence.

DONE AND PASSED in the city of Montreal on the day and in the month and year above written under the number fifteen of my repertory.

And the parties, represented and acting as aforesaid, have signed with me the said notary, these presents first duly read.

(Signed) S. GAUDRY, *Mayor*.

“ A. A. PRIEUR, *Sec.-treas.*

“ E. CHAMPAGNE,

“ J. A. OGDEN, N. P.

True copy of the original hereof remaining in my office.

J. A. OGDEN, N. P.

VII

On this day the fourteenth of the month of May, one thousand nine hundred and seven,

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

CAME AND APPEARED :

THE SARAGUAY ELECTRIC LIGHT & POWER COMPANY, a body politic, duly incorporated, having its principal place of business in the city of Montreal, herein acting and repre-

sented by Mr. Evariste Champagne of the same place, its managing director, duly authorized to the effect hereof by virtue of a resolution of the board of directors of said company, dated the fourteenth of May instant (1907), a copy whereof is annexed hereto after having been signed and paraphed *ne varietur* by the parties and the undersigned notary,

Of the first part.

AND

THE MUNICIPAL CORPORATION OF THE TOWN OF NOTRE-DAME DE GRACES, herein acting and represented by Mr. Thomas Trenholme, mayor of said town, and Mr. Leon Descarries, its secretary-treasurer, both duly authorized to the effect hereof by virtue of a resolution of the council dated the sixth of May instant (1907), a copy whereof is attached hereto after having been signed by the parties and the undersigned notary,

Of the second part.

Who have agreed as follows :

That whereas the said town has issued specifications bearing date the thirtieth of April last (1907), and which cover the supply of electric light in streets, lanes, parks and public places of the town of Notre-Dame de Grâces, and also for the supply of electric light for private users' demand, copies of which specifications are annexed to these presents and signed *ne varietur* by the parties and the said notary ;

And whereas the parties of the first part have made an offer to furnish said electric light for said streets, lanes, parks and public places in accordance with said specifications, as follows :

For one Glowler or 52 candle-power Nernst incandescent street lamp, twenty-five dollars (\$25.00) per year.

For two Glowlers or 104 candle-power Nernst incandescent street lamps, thirty-five dollars (\$35.00) per year.

For electric energy furnished to such private users as are situated within a reasonable distance of the main lines, and who shall contract for yearly service under form of contract similar to the standard, copy whereof is annexed hereto, and signed by the parties and the said notary, at the rate of fifteen cents (15c) per kilo-watt hour subject to a discount of thirty-five per cent for prompt payment within ten days of the date of the account with a meter rental of twenty-five cents (25c) per month, the company to renew free of charge all blackened and burned out 8-10 and 16 candle-power clear globe lamps under such contract, which offer has been accepted by the party of the second part.

Now therefore these presents and the said notary witness :

That the said town hereby accepts the offer of said company for the prices above mentioned for street lighting, and, in consideration of said prices for street lighting and private use, hereby grants to said company an exclusive franchise for the supply of electric light for the streets, and a non-exclusive franchise for the supply of electric lighting for private users whether persons, companies or corporations within the bounds of the municipality or as extended during the period of this contract, said franchise to be for a term of ten years from the date of the first connection and supply of street lighting, with the option in favor of the parties of the second part of a further extension of ten years from the date of the expiration of this contract. The whole in strict conformity with the terms of said specifications hereto annexed, said company hereby agreeing and binding itself to furnish said light and power at the terms, prices and conditions above mentioned for all lighting of the streets, lanes, parks and public places of the town of Notre-Dame de Grâces, and also of the private users of their electric energy.

It is specially understood by these presents that the specifications and form of contract hereto annexed are of the essence of these presents, without which they would never have been consented.

WHEREOF ACTE :

DONE AND PASSED at the said city of Montreal, under the number four thousand four hundred and seventy-three.

And after due reading hereof, the parties have signed with the undersigned notary.

(Signed) T. A. TRENHOLME, *Mayor*.
" L. DESCARRIES, *Sec.-treas.*
" E. CHAMPAGNE, *Managing Director*.
" E. R. DECARY, *Notary*.

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

E. R. DECARY.
Notary.

VIII

SPECIFICATIONS FOR STREET LIGHTING

These specifications dated April, 30th 1907, are intended to cover the present and future requirements of the purchaser for lighting the streets, lanes, parks and public places for the time, in the manner, and under the conditions set forth in the following paragraphs :

1. The purchaser will grant to the contractor the exclusive necessary rights and powers, (which it hereby declares itself to possess) throughout the limits of the town of Notre Dame de Graces as at present fixed or as may in future be extended during the period of this contract, to distribute electrical energy through the streets, lanes, parks and public places in the said town for the purpose of lighting the said streets, lanes, parks and public places.

2. The purchaser will grant to the contractor all the necessary rights and powers, which it hereby specifically states it has the power to grant, for the distribution of lighting and power to private citizens, firms or corporations throughout the bounds of the municipality. The purchaser however, specifically reserves the right to grant to any other persons or corporations similar rights for the purpose expressed in this paragraph, and the right also to continue the rights and privileges of existing companies within the bounds of the municipality for the same purposes.

3. The purchaser will contract at the present time for at least one hundred "Nernst" incandescent street lamps which shall not be varied to a less number throughout the period of this contract. The municipality of Notre Dame de Graces to have the privilege of changing from the Nernst lamps to arc lamps or the best lamp on the market, by giving three months written notice to the company and paying the actual cost of changes, and also a rate per arc lamp of ninety dollars (\$90.00) per lamp per year.

4. The purchaser agrees that he will, from time to time, as required by him, order all such additional lights of Nernst candle-power for the lighting of streets, lanes, parks or public places from the contractor, at the same rates, and under the same conditions as herein expressed for the original number. Notwithstanding anything herein contained, the contractor shall, for such additional lights as may be ordered from time to time, and located by the town engineer, do such extra construction as may be necessary at his own expense.

5. No order for additional lights contemplated under this agreement, shall be for less than 150 candle power, divided as may be required between 50 (fifty) candle power-lamps.

6. This contract shall extend for a period of ten years from the date of the first connection and supply of street lighting, and may at the option of the purchaser be extended for a further period of ten years at the same rates and under the same conditions.

7. Payments shall be made by the purchaser monthly upon bills presented by the contractor for the previous month's lighting, such bills to be accompanied by a certified statement that the amounts due are payable, deductions having been made for such outages of lamps as may have occurred during the month.

8. The town engineer shall deduct two nights' pay in proportion to the price mentioned herein for every light, not up to the standard, or three nights pay for any light which the contractor shall fail to light during any entire night, provided, the town engineer may, in fairness, if circumstances require that a less deduction be made, remit part of the penalty imposed by this section, subject to the approval of the lighting committee. No reductions, however, shall be made for lights out caused through the cutting of wires by the fire department of the purchaser, or directly resulting from flood, fire, damages by irresistible force, mobs or the King's enemies.

9. In case of failure on the part of the contractor during ten whole consecutive nights, to light the street lamps required by the terms of this contract, the purchaser may, by resolution of council, provide for any character of light which may be necessary to meet the conditions that exist. The additional expenses thereby incurred, shall be charged to the contractor, and may be deducted from the amount owing by the purchaser for the previous or succeeding month's lighting, except such failure be directly resultant from flood, fire, damages caused by irresistible force, mobs, or the King's enemies.

10. Lamps not burning to the satisfaction of the town engineer shall be changed and proper lamps substituted by the contractor within forty-eight hours after notice has been given him in writing by the town engineer.

11. The contractor shall furnish to the town engineer within five days of his request, the number and geographical location of each lamp on each circuit, and shall also specify the order in which the lamps are located on each circuit, and any change in numbering of the said lamps shall be reported to the town engineer as soon as such changes are made.

12. For the purpose of making tests of the current and voltage supply to the lamps and of the candle power of same, and for any examination of the apparatus and appliances used, it is understood and agreed that the contractor shall

furnish to the town engineer, or to such competent person or persons as said engineer may authorize, access at all times to all lamps, conduits, apparatus or machinery on the streets or in any of the stations of the contractors.

13. For the purpose of determining whether the contractor has supplied lighting under the terms of this agreement, the town engineer shall have the privilege at any time and all times while lamps are burning, of testing by standard instruments any of the circuits at such points as may be selected by him, but in doing so shall render the purchaser liable for any damage to person or otherwise that he may cause through making of such tests, or by the use of such instruments and appliances as he may use.

14. The current furnished shall be sufficient to produce what is known as 50 candle power Nernst incandescent light respectively and shall be maintained by the contractor during lighting period.

All lamps shall be kept clean and burn with a clear steady light during each and every night, and the contractor shall demonstrate when required that the said candle power is supplied.

15. On or before the first of each month, the town engineer shall furnish a schedule showing the time when the lamps shall start to burn for each day of the next ensuing month, and the time when they shall be extinguished, which shall be understood to mean approximately from sunset to a half an hour before sunrise.

16. The contractor shall maintain, at his own expense, an efficient system of patrol for inspecting the street lamps during the burning hours, so that any lamp that fails to burn properly shall be promptly reported, and put in order or replaced. It is agreed by the contractor that he will use the utmost diligence in order that the street lights shall be efficiently burning during lighting hours, and to this end, a sufficient number of men shall be employed by him as inspectors, so that each lamp may be examined at least once each night.

17. The purchaser shall specify the location of the present lamps ordered or those to be ordered for installation thereafter.

Changes of location of said lamps may, however, be ordered by the purchaser, and he shall pay the contractor the actual cost of making such changes. The contractor agrees to make such re-location within one calendar month, after receipt of notice of such change in writing from the purchaser.

18. If in case of fire it may be necessary for the employees of the fire department to cut or remove the contractor's lines and wires which obstruct the work of the fire department,

they shall have the right to cut or remove such lines or wires, which the contractor shall replace at his own expense, but in so cutting or removing the purchaser shall be liable for all damages either personal or otherwise which may be caused by such action, and the contractor agrees to immediately render said lines or wires harmless and to restore said lines or wires at once, when the exigencies which have caused the removal have ceased to exist, and after having been notified to do so by the town engineer.

19. Should the contractor fail to furnish and maintain a street lighting service in conformity with the conditions of the contract, except where such failure is directly caused by flood, fire, damages caused by irresistible force, mobs or the King's enemies, the purchaser shall notify the contractor of his determination to end said street lighting contract at the end of thirty days and of his reasons for same, and the street lighting contract shall be thereby annulled, unless during this period of thirty days it be restored to a satisfactory condition under the terms of this contract,

20. The contractor shall own, erect, maintain, and may remove when necessary or at the termination of this contract, all the poles, wires, lamps, and appliances necessary for the carrying out of the street contract, and shall keep same in proper repair. The poles for street lamp circuits and the apparatus for suspension of the lamps must not be dangerous, unsightly, or such as to disfigure or inconvenience neighboring property unnecessarily, and shall be erected in a manner satisfactory to the town engineer.

21. All safety appliances known in the best electrical practice shall be used throughout the system, authorized directly or indirectly by the contract, and any improvement in lamp fixtures made by the said department shall be made known to the town engineer and if required by him shall be forthwith supplied at the actual additional cost.

22. The poles, conductors, lamps and other apparatus which may be necessary for carrying out this contract shall be furnished and maintained by the contractor at his own expense, and all conductors and live parts shall be thoroughly insulated. The town of Notre Dame de Graces shall not be held responsible for injury or accident which may be occasioned by the conductors of electrical current, and the contractor agrees that he will indemnify and save harmless the town of Notre Dame de Graces, its officers, agents or servants, and each of them, against and from all suits and actions of any description brought against any of them, from all damages and costs to which they or any of them may be put by reason of injury to person or property resulting from negligence or carelessness in the performance of the contract for lighting

the streets, or for any improper or defective material, machinery, implements and appliances used, or for any act, action or neglect in the performance of the said contract for lighting the streets, or for any improper material, machinery, implement or appliances used in the performance of same, or for any act, action or neglect of the contractor or his agents, except as mentioned in articles 8, 9, 13, 17, 18 and 19.

23. The contractor shall have the right to trim the trees, along the streets, lanes, parks, or public squares, etc., in the town of Notre Dame de Graces, and shall not be liable for damage caused by such trimming.

24. The town shall have the right to locate fire alarm boxes and connections on the company's poles free of charge, during the term of contract, throughout the municipality.

25. For the purposes of this contract, the word "town engineer" means, the town engineer or any officer appointed by the town of Notre Dame de Graces.

26. All companies tendering shall make a deposit of \$500.00 as security, which amount shall be returned to the companies tendering on completion of the work, or on refusal of tender without interest.

(Signed) T. A. TRENHOLME, *mayor*,
" L. DESCARRIES, *sec.-treasurer*,
" E. CHAMPAGNE,
" E. R. DECARY, *Notary*.

(True copy.)

E. R. DECARY, *Notary*.

TO THE SARAGUAY ELECTRIC LIGHT AND POWER
COMPANY

STANDARD LIFE BUILDING, MONTREAL.

1. Subject to the general conditions mentioned below, your Company, hereinafter called "the Company," is hereby authorized and requested by the undersigned, hereinafter called "the consumer," to connect its electric system with the wiring of the Consumer at a point outside the Consumer's premises and to cause electric current to be there delivered for the number of lamps or other apparatus during the period and at the rate mentioned below, which current, it is hereby

agreed, shall be used by the Consumer only, upon said premises only, and for the purposes hereinafter specified only.

2. The Consumer agrees to pay for the supply of current so ordered as required by the company from time to time, according to the amount of current used, and to make such payments at the Company's office within ten days from the date of the account, at the rate and on the basis hereinafter mentioned, with interest at the rate of ten per centum per annum from the date of the account, if not paid within ten days, and subject to the rebate hereinafter mentioned if so paid within the said ten days from date of account.

GENERAL CONDITIONS

3. The Consumer will provide all lines on the premises or connecting same with the point of delivery, and maintain the same in efficient condition with proper protective devices, the whole according to fire underwriters' requirements.

4. A meter or meters for measuring the current supplied shall be installed on connection provided by the consumer at a convenient location, and the Consumer agrees to pay rental for same at Company's regular tariff rate.

5. Should any meter fail to register accurately, the Company may at its option charge for the current supplied during the time over which such failure extends, either on the basis of the amount per lamp charged during the corresponding term immediately preceding the period of alleged inaccurate registration, or on the basis of the amount of current used during the corresponding term in the previous year, or the value of the current supplied as established by evidence.

6. Meters and other appliances in said premises, that may be leased from the Company, shall remain its property, but shall be in the care and at the risk of the Consumer, and if destroyed or damaged by fire, or any cause whatsoever, other than ordinary wear and tear, the Consumer shall pay to the Company the value of such meter or appliance, or the cost of repairing or replacing the same. The Company is to have the right of access to meters at all reasonable times for the purpose of reading, testing or removing same.

7. Upon application, the Company will supply ordinary clear glass incandescent lamps of 16 c. p. of its standard base, needed for the renewal of exhausted lamps, but all other lamps, and all lamps mechanically broken, will be supplied only at the expense of the Consumer.

8. No new connection shall be made by which the current could be used except with the written consent of the Company; and any unauthorized use of or in connection with the Com-

pany's current either on the Consumer's premises, or between the premises and the point of connection, or hindrance to access to the Consumer's premises, shall entitle the company to an additional payment of one hundred dollars or at its option to an amount equal to three times the value of the current used.

9. The Consumer is strictly forbidden to interfere with the meters or with the appliances of the company. In case of defective service, notice of the fact should be sent to the Company's office immediately.

10. In case the supply of current should be interrupted or fail, whether from natural causes or accident in any way, the Company shall not be liable for damages, by reason of such interruption or failure, nor be considered in default, provided it use reasonable diligence to restore such supply.

11. The right is expressly reserved to the Company to supply current for city or municipal lighting, traction or purposes affecting the general public before the Consumer.

12. The Company is hereby released from all claims for damages of whatsoever nature caused by electric current at points beyond the point of delivery.

13. The Company reserves the right to discontinue its current without notice, or to cancel this contract, at its option, in case the Consumer is in arrears in payment of any of the Company's bills, or prevents the Company from supplying current according to the provisions of this contract, or in case the Consumer violates any condition of this contract whatsoever.

14. In case the Company cancels this contract or discontinues its supply of current for any of the above causes, or is through the fault of the Consumer prevented from supplying current according to the provisions of this contract, then there shall forthwith become due and payable to the Company, as stipulated damages, the sum of fifty cents per month for each sixteen candle power lamp, or the equivalent thereof, covered by this contract for each month or fraction of a month of the unexpired term of this contract.

15. Inspectors, agents or employees of the Company are not entitled to demand or accept any compensation from customers for services rendered.

16. The Consumer guarantees a minimum payment of Dollars per month.

17. No representations, promises or agreements shall be binding upon the Company unless the same shall be incorporated in this contract in writing before the same is signed and accepted.

When accepted, the foregoing shall constitute a contract

between us to continue in force from year to year until terminated by notice in writing by either party, given at least one month before the end of any yearly term.

Number of lamps.....
 Location of premises.....
 Nature of occupation.....
 Duration of Contract.....
 Rate per Kilowatt hour.....
 Rate of Rebate.....
 Meter Rental.....per month for each meter
 Deposit or Security.....
 Special Conditions (if any).....

The foregoing is signed by the undersigned after reading and receiving copy of same, and the Company's acceptance may be made by making connection at the point of delivery and installing meter.

Montreal,.....19

.....
 Consumer.

Address.....

Witness.....

(Signed) T. A. TRENHOLME,
 " E. CHAMPAGNE,
 " L. DESCARRIES,
 " E. R. DECARY, *notary*.

(True copy.)

E. R. DECARY, *notary*.

The following schedules are those referred to in above contract intervened between the Saraguay Electric Light and Power Company and the municipality of the town of Notre Dame de Graces, passed before me the fourteenth of May, nineteen hundred and seven.

E. R. DECARY,
Notary.

IX

In the year one thousand nine hundred and seven, on the nineteenth November,

Before Mtre HERCULE GOHIER, the undersigned notary public for the Province of Quebec, residing in the town of St. Laurent, in the county of Jacques-Cartier, and practising in the city of Montreal, in the district of Montreal, in the said Province,

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 said village of Sault-au-Récollet, herein acting and represented by Mr. Alphonse Poitras, farmer, of Sault-au-Récollet, mayor of the said municipality, and Mr. Joseph Armand Cadieux, postman, of the same place, and secretary of the said municipality, both hereunto duly authorized by and in virtue of a by-law passed by the municipal council of the said corporation on the second April last, 1907, a copy of which by-law duly certified by the secretary-treasurer of the said corporation and signed and initialed by the notary *ne varietur*, remains annexed to the original of these presents,

Party of the first part .

AND

THE SARAGUAY ELECTRIC LIGHT AND POWER COMPANY, a body politic and corporate, having its head office in the city of Montreal and herein acting and represented by Mr. Evariste Champagne, insurance broker, of Montreal, and managing director of the said company hereunto authorized by and in virtue of a resolution of the board of directors of the said company dated the nineteenth November, one thousand nine hundred and seven, a copy whereof, duly certified by the secretary and signed and initialed by the notary *ne varietur* remains annexed to the original of these presents.

Party of the second part.

Which said parties of the first and second part have covenanted together as follows, to wit :

The party of the first part grants the party of the second part, thereof accepting :

1. The right to erect lines for the transmission of electric

power within the limits of the municipality of the said village of Sault-au-Récollet, provided the poles to be put up by the party of the second part within the limits of the said municipality shall be at least thirty-five feet long on the main street and thirty feet long in all the other streets.

2. The right to cut branches of trees impeding the putting up of the transmission lines, provided the party of the second part follows the instructions of the inspector of the said party of the first part and causes the least possible damage to the trees whose branches have to be cut and provided also that the said party of the second part shall be responsible to the owners for all damage.

3. The said party of the first part further grants to the said party of the second part, thereof accepting, exemption from taxation for a period of ten years from the passing of by-law No. 57 of the by-laws of the said corporation, for all the transmission lines and plant only of the party of the second part within the limits of the municipality of the village of Sault-au-Récollet, used for light or motive power.

On its part, the party of the second part, undertakes, promises and binds itself to supply to every resident applying for the same as soon as the said transmission lines shall have been put up, the power needed for lighting, at the rate of three quarters of a cent per ampere hour with a discount of thirty-three and a third per cent for a five years' contract and ten per cent discount for a one year's contract, and shall not charge more than twenty-five cents per month for the rent of a meter.

The said party of the second part shall further supply the said party of the first part, at the latter's request, with the electric power required for lighting the streets of the said party of the first part at the rate of ten dollars per lamp of sixteen candle-power and twenty dollars per lamp of thirty-two candle-power.

It is further covenanted between the said parties of the first and second part:

1. The said party of the second part shall make arrangements with the turnpike trust for the erection of its poles on the roads of the trust.

2. In the event of the party of the second part having to erect poles on private property, it shall make arrangements with the respective owners of the same.

3. The said party of the second part shall be responsible for all accidents resulting from the construction or operation of such electric system and shall at all times hold the corporation harmless for all damages resulting from the said electric system.

4. The said party of the second part shall, in the exercise of the rights and powers hereby granted it by the party of the first part, respect the rights granted the Montreal Park and

Island Railway Company in connection with electric light if the latter company really has any rights.

5. The said party of the first part reserves to itself the right to grant similar permissions to any other company that might wish to supply light within the limits of the said municipality of the village of Sault-au-Récollet.

In consideration of the above, the said party of the second part undertakes to supply free of charge to the said party of the first part, thereof accepting, the necessary current for three sixteen candle-power electric lamps for lighting the council room and for the purposes of the council alone, as soon as the said transmission lines of the party of the second part shall be erected and so long as they are in operation.

Such are the covenants between the parties

WHEREOF ACTE ; done and passed at Montreal aforesaid under the number one thousand seven hundred and forty-two of the minutes of the undersigned notary.

And the parties of the first and second part have signed with us, the notary, these presents first duly read.

(Signed) ALPHONSE POITRAS, *Mayor*.

" J. A. CADIEUX, *Sec.-treas.*

" E. CHAMPAGNE,

" H. GOHIER, N. P.

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

H. GOHIER, N. P.

X

PROVINCE OF QUEBEC, }
District of Montreal. }

Municipality of the village of Saint Jean Baptiste de la Pointe-aux-Trembles.

At a general session of the municipal council of the municipality of the village of Saint Jean-Baptiste de la Pointe-aux-Trembles, held on Tuesday, at the usual place and hour, under the presidency of Mr. Achille Dubreuil, mayor, at which were present Councillors Chs. Laurion, Samuel Robert, Arsène Lacroix, Hypolite Benard, Léon Dozois, Ovila Chaput, the following by-law, hearing the number 6 of the by-laws of the said council, was adopted on motion of councillor Léon Dozois, seconded by councillor Ovila Chaput :

Whereas a written proposition has been made to this council

by the Saraguay Electric Light and Power Company, which substantially contains the following provisions :

1. To put in the necessary electric installation in the vicinity of the municipality of the village of St. Jean-Baptiste de la Pointe-aux-Trembles, to light the latter.

2. To put up poles at the places indicated by the council within the limits of the municipality, to provide them with lamps and the necessary wires, without any charge whatever upon the said municipality.

3. To supply 16 candle-power lamps at \$10.00 per lamp and 32 candle-power lamps at \$20.00 per lamp, provided the municipality undertakes to assure it a minimum of 40 lamps of 16 candle-power and grants it exemption from taxation for 10 years.

Whereas it is in the interest of this municipality to enter into a contract with the said company with the view of carrying out the above and other propositions given below :

It is accordingly resolved as follows, to wit :

1. The said company above mentioned shall instal at Cartierville and operate at its own expense the electric machinery, dynamos, etc., in a word all the plant required to supply to the municipality of the village of St. Jean-Baptiste de la Pointe-aux-Trembles and its inhabitants all the light they may wish to take.

2. Everything connected with the installation, both at Cartierville and along the way from Cartierville, St. Joseph de Bordeaux and in Ahuntsic, of such lighting system, such as wires, poles, electric lamps, reflectors, etc., etc., in a word all that shall be necessary for supplying the light as aforesaid, shall be at the expense of the said company, its successors and assigns, and shall be kept in good order and condition at its or their expense, without the said municipality of the village of St. Jean-Baptiste de la Pointe-aux-Trembles having to pay for anything whatsoever (exhausted lamps of 16 or 32 candle-power shall be replaced by the company without expense to the municipality.)

3. The said company shall instal in the municipality of the village of St. Jean-Baptiste de la Pointe-aux-Trembles at such places as may be indicated to it by the council of the said village, forty electric (40) lamps of sixteen (16) candle-power or an equivalent number of lamps of thirty-two (32) candle-power at the choice of the said council or any additional number of electric lamps required by the council, by giving the said company eight days' notice to put up such additional lamps.

Each and every of such lamps shall be placed at the height of from twelve to fifteen (12 to 15) feet and provided with reflectors called regulation reflector types ; and shall be

attached to the poles by iron rods of the required length so that the lamp will give the greatest possible light, according to the opinion of the engineer of the municipality ;

4. It is well understood that each and every of such lamps shall receive a minimum force of one hundred and four (104) volts, and if one or more of the said lamps be extinguished and remain extinguished owing to the breaking of the wire or poles for one or more evenings a discount in proportion to the period of time during which they shall remain so extinguished, shall be allowed to the said municipality ;

5. It is well understood that 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 municipality shall have a 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 said company shall replace the poles whenever necessary, as well as all the materials or plant required for the operation of the electric light and motive power.

7. The light shall be supplied for lighting the streets by the said electric light company during the whole period of darkness counting from sunset to sunrise, (the company shall supply the electric current night and day for lighting houses) ; this shall comprise the whole period of darkness of the day, even in the winter time, during which period the electric light shall be supplied not later than four o'clock in the afternoon.

The company further undertakes to supply electric power to the corporation of the village of St. Jean-Baptiste de la Pointe-aux-Trembles and any inhabitant or company applying for the same, by meter at the rate of eight cents (8) per kilowatt hour, and one dollar per month for rent of meter. The consumer shall guarantee a minimum of thirty dollars (\$30.00) per annum per horse-power up to twenty horse-power, and eighteen dollars (\$18.00) per annum for each additional horse-power over twenty ; and shall be bound to pay such minimum even if he does not use the current represented by such minimum calculated at 8 cents per kilowatt hour.

Fixed rates for ten hours' service

\$75.00	per annum per horse-power from 1 to	5 h.-p.
\$65.00	" " " " 5 to 10	"
\$60.00	" " " " 10 to 15	"
\$55.00	" " " " 15 to 30	"
\$50.00	" " " of 30 h.-p. and over.	

The motor shall be of a model accepted by the company.

The company shall supply the current at all times, night and day, provided it has contracts for at least 100 horse-power within the limits of the municipality ; in the event of the company not having yearly contracts for 100 horse-power, it shall supply the current as required by article 7 of this by-law ;

9. The company shall likewise supply the residents of the municipality applying for the same, electricity for lighting on the conditions set forth in the present by-law.

Should the municipality, during the continuance of this contract, wish to have arc lamps of 1,200 candle-power, the company shall supply the same at a maximum price of \$80.00 per lamp for the first ten lamps, \$75.00 for the next ten lamps, \$70.00 for the next ten after the above twenty and \$70.00 for all lamps over thirty.

The municipality shall also have the right to substitute arc lamps for the sixteen and thirty-two candle-power lights on giving written notice eight days beforehand, and this at the expense of the company.

The corporation shall keep the arc lamps at its expense until their number is at least fifteen and when the number of the arc lamps shall be fifteen and over, the maintenance of the lamps shall be 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 lamp, per annum.....	\$10.00
Thirty-two candle-power lamp, per annum.....	20.00
From sunset to sunrise.	

Private lights

For every sixteen candle-power lamp, three quarters of a cent per ampere hour of 50 volts, or fifty watt hours, plus twenty-five cents per month for rent of meter.

Discount of fifteen per cent on each month's account under a yearly contract. Discount of thirty-three and a third per cent on monthly accounts under three years' contract.

To be maintained at the charge of private individuals ; the current to be taken to the place where it enters the property.

Exhausted 16 candle-power lamps shall be replaced at the expense of the company.

10. The municipality of the village of St. Jean-Baptiste de la Pointe-aux-Trembles shall pay to the said company for lighting

the said municipality for forty lamps above mentioned, the sum of ten dollars per lamp, or if the said municipality chooses thirty-two candle-power lamps, the rate shall be twenty dollars per lamp of thirty-two candle-power, payable every three months ; the first payment shall commence three months after the said company shall have commenced to operate the light and shall have supplied the same as agreed upon with the said municipality and shall so continue until the 30th April, 1917.

And if the said corporation at any time during the continuance of this contract requires an additional number of lights, it shall pay to the said company a sum of ten dollars per light sixteen candle-power lamps and of twenty dollars per lamp of thirty-two candle-power.

11. The said company shall also have the right to supply electric light with its installation at Cartierville to the municipalities and rate-payers adjoining the municipality of St. Jean-Baptiste de la Pointe-aux-Trembles, and may place its wires on the poles which it shall use for lighting St. Jean-Baptiste de la Pointe-aux-Trembles, for the purpose of conveying the light to another municipality.

12. It is well understood that the said municipality shall have no other obligation towards the said company than that above mentioned to pay it a sum of ten dollars per lamp of sixteen candle-power and of twenty dollars per lamp of thirty-two candle-power.

13. The municipality hereby grants the said company exemption from taxation on the poles, buildings and all the plant it may have within the limits of the said municipality under the present contract and this during the whole duration of the present contract.

14. This by-law shall continue in such manner as to expire on the thirtieth of April 1907 and an exclusive privilege for such electric light is granted to the company for such period of time; but it is well understood that such privilege is granted by the municipality of the village of St. Jean-Baptiste de la Pointe-aux-Trembles only in so far as it is in its power to do so, and the said municipality does not guarantee the right, the existence or validity of such privilege. All that the municipality undertakes to do is not to grant the privileges to any other company during the duration of the said privilege hereby granted, and not itself to supply the streets and buildings with electric light but to take exclusively from the company all the electric light and power it may require, at the rates and conditions mentioned in the present by-law. And the said municipality grants to the company the privilege contained in article 639 of the Municipal Code respecting works

to be done for supplying light to the inhabitants of the said municipality.

The company shall instal its transmission lines with poles thirty and thirty-five feet long as it may deem expedient.

15. A contract shall be signed by the mayor and the company to carry out the present by-law and, from the moment the contract is signed, the said company shall have a delay of six months for the execution of the contract, and if it neglects to put the electric light system in operation in a thorough manner within a delay of six months, such contract shall be null and void and the company shall pay the said municipality the sum of \$500.00 as damages.

16. The said municipality shall incur no responsibility in consequence of the work done by the company for the installation of its electric light plant within the limits of the municipality, the company undertaking to take all proper precautions for the isolation of its electric wires, etc., and all disbursements, damages or indemnities resulting from accident shall be paid by the said company, the intention of the parties being that the said municipality shall be held harmless by the said company from all responsibilities whatsoever and for anything whatsoever.

17. The privileges and obligations of the company mentioned in this by-law shall apply to its successors and representatives, if necessary.

18. All the expenses occasioned by this by-law, for the cost of such light shall be paid out of public moneys levied by means of direct taxation for that purpose on all the taxable property of the said municipality.

19. The present by-law shall be published according to law and, as above stated, the mayor is authorized hereby to sign a contract with the company to carry out such by-law as soon as it comes into force and effect.

20. All sums of money due the company for light by private individuals or by the corporation shall be paid at the head office of the company within fifteen days after demand and if the consumer neglects to pay what he owes the company within such delay of fifteen days, he shall forfeit all right to the discount mentioned in article 9 of this by-law.

21. A special discount will be allowed all customers making a regular use of the light, under the following conditions : three quarters of a cent will be charged per ampere hour for every 16 candle-power lamp for the first hour and three-eighths of a cent per ampere hour for every additional hour on the monthly accounts.

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

In testimony whereof we have signed it at a special meeting held on the 26th March, 1907.

(Signed) ACHILLE DUBREUIL, *Mayor.*

“ JOS. ED. CHARBONNEAU, *Sec.-treas.*

XI

On this thirtieth day of the month of November, in the year one thousand nine hundred and seven ;

BEFORE M^{RE} HERCULE GOHIER, the undersigned notary for the Province of Quebec, residing in the town of St. Laurent, in the county of Jacques-Cartier, and practising in the city of Montreal, in the district of Montreal, said Province ;

CAME AND APPEARED :

THE SARAGUAY ELECTRIC LIGHT AND POWER COMPANY, a company duly incorporated under the joint stock companies incorporation act of the Province of Quebec, having its principal office at Cartierville in said Province hereinafter called : “ The Company ” of the first part, herein acting by William Miller Ramsay, the president and Edmond Hurtubise, secretary-treasurer thereof, duly authorized by resolution of the board of directors dated the fifth day of November instant, 1907, and by a resolution of the shareholders of the company at their meeting held on the eleventh day of November instant, 1907, copy of which resolutions are hereto annexed and are signed by the undersigned notary, *ne varietur* ;

AND

THE CORPORATION OF THE VILLAGE OF CARTIERVILLE, a body politic constituted under the provisions of the Municipal Code having its office in the said village of Cartierville, P. Q., hereinafter called : “ The Corporation ” of the second part, herein acting by Felix Plouffe, mayor, and Louis Boyer, secretary-treasurer duly authorized by by-law, No. 14 of the council of the said corporation passed by the municipal council of the corporation on the eighth day of July, last 1907, copy of which is hereto annexed and is signed by the undersigned notary, *ne varietur* ;

AND

THE NATIONAL TRUST COMPANY, LIMITED, a company duly incorporated under the laws of the Province of Ontario, having its principal office in the city of Toronto, and having an office also in the city of Montreal, hereinafter called: "The Trustee", of the third part, herein acting by Andrew Guy Ross, its local manager for the said city of Montreal, duly authorized thereto by resolution passed by the board of directors thereof at its meeting on the sixth of November instant, copy of which resolution is hereto annexed and is signed by the undersigned notary *ne varietur*, which parties have declared to me, notary:

Whereas, the board of directors of the company has passed a by-law on the fifth day of November, 1907, authorizing the issue of debentures not exceeding in the aggregate at any one time the sum of thirty thousand dollars for the purpose of meeting the expense incurred and to be incurred in extending and developing the company's works as more fully set forth in said by-law which was duly approved and sanctioned by resolution of more than two-thirds of the shareholders of the company present at a meeting specially convened for that purpose and held on the 11th November, 1907, at the head office of the company, at Cartierville, duly certified copies of said by-law and of the said resolution of the shareholders being hereto annexed.

And whereas the corporation has been authorized to guarantee the said debentures by by-law of its council bearing No. 14, passed on the eighth day of July, last, approved by the majority in number and value of the municipal electors, who are proprietors of taxable real estate, on the 3rd August last, and sanctioned by the Lieutenant-Governor in Council, on the 7th September, last, and has agreed to guarantee the said debentures in capital and interest in order to assist in the construction by the company of public works in the village of Cartierville, and the neighborhood, and other considerations more fully set forth in said by-law.

And whereas the present deed conforms in all respects to the draft deed produced at the meeting of the directors of the company held on the nineteenth day of November, 1907, and referred to in the resolution passed at said meeting, a duly certified copy of which is hereto annexed.

And whereas the by-law of the company authorizing said issue of debentures makes provisions for the nomination of a trustee and the execution of a trust deed.

Now therefore these presents and I, the said notary, witness:

1. That the total amount of the issue of debentures hereby secured is thirty thousand dollars (\$30,000.00) in sixty de-

bentures of five hundred dollars (\$500.00) each, all of even date herewith, and which debentures are substantially in the following form:

DOMINION OF CANADA, }
PROVINCE OF QUEBEC. }

\$500.00,

No.

THE SARAGUAY ELECTRIC LIGHT AND POWER COMPANY

5 PER CENT FIRST MORTGAGE GOLD BOND

Guaranteed by the corporation of the village of Cartierville.

The Saraguay Electric Light & Power Company, a corporation incorporated under the joint stock companies' incorporation act, of the Province of Quebec, in the Dominion of Canada, hereinafter, called : "The Company," for value received, hereby promises to pay to the bearer hereof the sum of five hundred dollars on the first day of November, nineteen hundred and thirty-seven, with interest thereon at the rate of five per centum per annum, payable semi-annually on the first days of May and November of each year, on surrender of the annexed coupons as they severally become due, both principal and interest payable in gold coin of or equal to the present standard of weight and fineness of the Dominion of Canada, at the office of The Molson's Bank, in the city of Montreal, Province of Quebec, and without any deduction from either principal or interest for any tax or taxes which the company may be entitled or required to pay or retain therefrom under or by reason of any present or future law of the Dominion of Canada or any Province or municipality thereof.

The company reserves the right to redeem this debenture at any time at a premium of five per centum and accrued interest upon notice given to that effect as provided by the deed of trust.

This debenture is one of a series numbered consecutively from one to sixty, both numbers inclusive, the total amount at any one time not to exceed in the aggregate thirty thousand dollars, all of like amount, tenor and effect with this debenture. Both principal and interest of the said debentures are equally secured by, and the said debentures are subject to all the provisions of the deed of trust executed at Montreal, before H. Gohier, notary public, bearing date the thirtieth day of November, nineteen hundred and seven, made by the company to the National Trust Company, Limited, as trustee, to which the corporation of the village of Carterville has in-

tervened guaranteeing the payment of the said debentures in capital and interest.

This debenture shall not be valid for any purpose until the certificate of the trustee and the guarantee of the corporation of the village of Cartierville hereon endorsed shall have been signed by the said trustee and the said corporation.

In witness whereof the company has caused this debenture to be signed by its president and secretary-treasurer and its corporate seal to be affixed this sixth day of December, nineteen hundred and seven, and the engraved *fac-simile* of the signature of the secretary to be placed upon each of the coupons annexed.

THE SARAGUAY ELECTRIC LIGHT & POWER
COMPANY

[L. S.]

By

President,
Secretary-Treasurer.

2. Each of the said debentures shall have annexed thereto a coupon for each half-yearly instalment of interest in the form and to the effect following, namely :

The Saraguay Electric Light & Power Company, will pay to bearer on the first day of
twelve dollars and fifty cents in gold coin of the present standard of weight and fineness of the Dominion of Canada, at the office of the Molson's Bank being half-yearly interest on bond number Coupon No.

EDMOND HURTUBISE,

Secretary-Treasurer.

3. Upon each of the said debentures shall be a certificate in the form or to the effect following, to wit :

The National Trust Company, Limited, hereby certifies that this bond is one of the series of debentures referred to in the Trust Deed within mentioned.

The National Trust Company, Limited, Trustee.

By

4. Upon each of the debentures shall be a guarantee in the form or to the following effect, to wit : Under the provisions of by-law number fourteen, payment of the principal sum and interest thereon secured by the within debenture is hereby guaranteed by the corporation of the village of Cartierville.

THE CORPORATION OF THE VILLAGE OF CARTIERVILLE

By

*Mayor,**Secretary-Treasurer.*

5. To secure the payment of the said debentures in capital and interest and in consideration of the premises and of the sum of one dollar to the company paid by the trustee, the receipt whereof is acknowledged, the company hereby grants, bargains, sells and transfers, mortgages and hypothecates unto the trustee and its successors in the trust for the benefit of the holders of the said debentures and each of them without preference or priority of any one over any other debentures by reason of priority in the issue thereof or otherwise howsoever, and all and singular the assets and properties, real and personal, moveable and immoveable, rights, franchises, contracts, claims and privileges, now owned or which may hereafter be acquired by the company.

6. For greater certainty, but without limiting the generality of the above description, the company hereby grants, bargains, sells, and transfers, mortgages and hypothecates unto the trustee and its successors in the trust the following property, to wit :

10. An emplacement in the village of Cartierville being part of lot number twenty-four No. 24, of the cadastre of the parish of St. Laurent, in the county of Jacques-Cartier, bounded in front by the Chemin du Sault, in rear by river des Prairies, to the south-west, parts of said lot belonging to J. C. Percival, or representatives, and to the north-east by another part of said lot belonging to the widow of Antoine Thauvette, said emplacement measuring eighty-eight feet, French measure in width, together with all the buildings, water intake, transmission lines, posts and other appliances and the buildings constructed or erected thereon and the engines, boilers, dynamos, pumps, and other machineries, appliances and tools, etc., installed or placed therein forming the pumping station and electric light and power plant of the company, the said emplacement subject to a servitude in favor of the corporation of the village of Cartierville to maintain thereon a septic tank and sewer as per deed passed before H. Gohier, N. P., dated the 31st December, 1906.

20. An aqueduct, nearing completion, in the village of Cartierville and extending along the main road from the limits of the village of Bordeaux, to opposite cadastral lot No. 87, along the whole of Gilbert or Falbord street and along the whole road of St. Laurent road within the limits of the said village, together with all the pipes, hydrants, valves

connections, etc., forming part thereof, all future extensions of the said aqueduct and the twenty-five years exclusive franchise granted by the corporation of the village of Cartierville, with exemption from taxation as per deed before H. Gohier, N. P., dated 31st December, nineteen hundred and six.

30. An electric light and power transmission line comprising right of way, poles, wires, transformers, switches, etc., along the roads of the village of Cartierville together with all future extensions thereof and the fifteen years exclusive franchise granted to the said village with exemption from taxation as per deed before H. Gohier, N. P., dated ninth October, nineteen hundred and six.

40. An electric light and power transmission line comprising right of way, poles, wires, transformers, etc., along the roads and streets of the town of St. Laurent together with all future extensions thereof and the twenty-five years exclusive franchise granted with exemption from taxation as per deed passed before H. Gohier, N. P., dated twenty-sixth of September, nineteen hundred and seven.

50. Another like transmission line and its appurtenances along the roads and streets of the town of Bordeaux together with all future extensions thereof and the twenty-four years exclusive franchise, bearing the exemption from taxation granted by said town as per deed before C. Paquet, N. P., bearing date of the twenty-second of March, nineteen hundred and six.

60. Another like transmission line and its appurtenances along the roads and streets of the village of Ahuntsic, together with all future extensions thereof and the twenty-five years exclusive franchise granted with exemption from taxation by the said village as per deed before J. A. Ogden, N. P., dated the third December, nineteen hundred and six.

70. Another like transmission line and its appurtenances along the roads and streets of the town of Notre Dame de Grâces, together with all future extensions thereof and the ten years franchise granted by the said town as per deed before E. R. Decary, N. P., dated the fourteenth of May, 1907.

80. The rights of way for ten years for electric light and power supply along the roads and within the limits of the village of Sault au Recollet and the village of Pointe-aux-Trembles, granted by the former per deed before H. Gohier, N. P., dated the 19th November, nineteen hundred and seven, and by the latter by by-law passed on the twenty-sixth of March, nineteen hundred and seven,

90. The right of way for an electric light and power transmission line throughout the whole length of lots numbers

two hundred and forty-two and twenty-six, No. 242 and 26 of the cadastre of the parish of St. Laurent, said county, extending from the Chemin du Sault in the village of Cartierville, to the Côte Vertu Road, in the town of St. Laurent, as per concession granted by Hormidas Meunier, before H. Gohier, N. P., on the third October, nineteen hundred and five and the transmission line and its appurtenances erected and equipped throughout the length of said lot over said right of way.

10o. The right of way for an electric light and power transmission line across the bridge of the Isle Jesus Turnpike Trust, between the village of Ahuntsic and St. Vincent de Paul granted as per deed before H. Gohier, N. P., dated eleventh May, nineteen hundred and seven, the right of way for such line over the yard of the Canadian Pacific Railway, at Bordeaux, as per agreement dated the second January, nineteen hundred and six and the right of way for such a line along the St. Laurent road of the Montreal Turnpike Trust, granted by deed before Victor Morin, N. P., on the fourth October, nineteen hundred and five and along the roads of the said trust in the town of Côte des Neiges and in the town of Notre Dame de Grâces, as per agreement between the parties, together with the transmission lines and appurtenances thereof erected and constructed and to be erected and constructed over said rights of way.

All the transmission lines above mentioned actually constructed and erected forming a total length of about thirty miles.

11o. The contract for pumping the water supply of the town of St. Laurent and supplying it with electric light for public purposes at a minimum price of \$2500.00 per annum as per deed before C. S. Tassé, N. P., dated twenty-ninth of November, nineteen hundred and five.

12o. The contract for street lighting of the town of Bordeaux at a minimum price of \$10 per lamp per annum, as per deed before C. Paquet, N. P., dated 22nd March, 1906.

13o. A like contract providing for the supply of electric power passed with the village of Ahuntsic, at a minimum price of \$900.00 per annum as per deed before J. A. Ogden, N. P., dated third December, 1906.

14o. A like contract with the town of Notre Dame de Grâces at a minimum price of \$2,500.00 per annum passed before E. R. Decary, N. P., dated 14th May, 1907.

15o. Contracts passed with the village of Cartierville, for street lighting at a minimum price of \$10.00 per lamp per annum, and for electric power and public water supply at \$15.00 per hydrant per annum, as per deed before H. Gohier, N. P.

dated ninth October, nineteen hundred and six and thirty-first December, nineteen hundred and six respectively.

7. If any debenture or coupon shall be lost, mutilated or destroyed, the company may, with the approval of the trustee and upon such terms as to indemnity or otherwise as may be imposed, cause to be issued and certified a new debenture or coupon of like tenor and date and bearing the same serial number as the debenture or coupon so mutilated, lost or destroyed and which debenture or coupon shall be secured hereby.

8. All or any of the debentures of this series may be issued absolutely or may be issued, pledged or otherwise charged as security for advances to or other indebtedness of the company, and when redelivered to the company and while it remains entitled thereto shall be treated as unissued debentures of this series and accordingly may be, from time to time, issued or reissued as the company may see fit, or cancelled and fresh debentures issued in lieu thereof, and all such debentures shall from time to time, rank as debentures of this series and shall be secured hereby and shall be subject to and entitled to the benefit of all the terms, conditions, rights and privileges hereby attached to or conferred on debentures of this series.

9. The company covenants and undertakes to execute such deeds of transfer or conveyance as may be necessary in the opinion of the legal advisers of the trustee, from time to time, to vest in the trustee any parts of the mortgaged premises hereinbefore agreed to be conveyed to the trustee which may hereafter be acquired by the company.

10. The company further covenants and undertakes to and with the trustee and its successors in the trust to carry on and conduct its business in a proper and efficient manner, to keep proper books of account open at all reasonable times to the inspection of the trustee or such person or persons as it may by writing appoint, and to give at all reasonable times to the trustee such information respecting its business as the trustee may reasonably require including a yearly statement of its affairs, and further to furnish to the trustee on demand a list of the contracts between the company and any and all of its consumers with such particulars of the contracts or copies as the trustee may require, and if required to transfer or to assign any or all such contracts or the benefit thereof to the trustee.

11. The company further covenants and agrees that it will keep constantly insured that portion of the mortgaged premises which is of an insurable nature against loss or damage by fire for as much as the same can be insured up to the full insurable value thereof in insurance companies acceptable to the trustee, and will make the insurance moneys payable to the trustee, and will exhibit to the trustee the renewal receipts of every

policy at least five days before any premium becomes due, failing which the trustee may effect such insurance and recover forthwith from the company the amount of the premium paid with the interest thereon, at six per cent per annum.

12. The company further covenants and agrees that it will pay as and when the same may become due all taxes and charges of every kind that may be levied or imposed upon the company or due in respect to the mortgaged premises at all times free from any liens or encumbrances entitled to priority over this mortgage failing which the trustee may pay (but shall not be bound to do so) such taxes and charges and forthwith recover from the company the amount paid with interest at six per centum per annum from date of payment.

13. The company further covenants and agrees to repair and keep in repair and in good working order, and maintain up to a modern standard of usage all buildings, machinery and plant comprised in the mortgaged premises and whenever necessary to renew and replace all and any of the same which may become destroyed or become worn or unserviceable and at all reasonable times to allow the trustee or its representatives access to the mortgaged premises for the purpose of ascertaining their state and condition ; and in the event of the company's failure to so repair, maintain and renew after such notice as the company may think reasonable, the trustee may in its discretion so repair, replace or renew, and all sums expended by the trustee for any of the purposes aforesaid shall be repayable on demand with interest at the rate of six per centum per annum from the date of expenditure, and the company further covenants and agrees to preserve all its franchise rights.

14. The mortgaged premises hereby conveyed or agreed to be conveyed, are or will be conveyed to the trustee to have, held, receive and enjoy upon the trusts and conditions hereinafter declared

15. These presents are made upon the express conditions and provisions that if the company truly pays to the holders of the said debentures the amount of such debentures and coupons as the same become payable or redeemable and pays all rates, taxes and charges whatsoever upon the mortgaged premises transferred or to be transferred, and otherwise performs all the covenants herein contained, then these presents shall cease and become null and void and the mortgaged premises shall revert to and revest in the company without any release or reconveyance or other act of formality whatsoever, and the trustee in such case upon proof being given to its reasonable satisfaction shall on the demand of the company and at its cost and expense, cause to be registered a discharge and acquittance of this mortgage and execute such other convey-

ances and releases of the mortgaged premises as the company may reasonably require.

16. Until default shall be made in the payment of the said debentures or interest thereon, or until default shall be made in respect of something herein required to be done or kept by the company, the company shall, subject to the terms hereof, be permitted to possess, operate, manage and use the premises above mortgaged and transferred, and to take, possess and enjoy the rents, incomes and profits thereof to the same extent as if these presents had not been executed, and further the company may so long as it is not in default as above, sell to users of power motors owned by the company and placed on the premises of such users of power, and may make, from time to time, all necessary changes in its plant, machinery and apparatus, and sell any plant, machinery or apparatus which has become worn out or useless, provided the same is replaced by new plant, machinery or apparatus in conformity with requirements of the business of the company, and the company may also sell and dispose of any apparatus which it may make or have for purpose of sale and also any by-products arising from any business carried on by it.

17. In case the company shall fail to pay any of the coupons or any of them according to the tenor thereof, or become insolvent or go into liquidation either voluntary or forced, or permit any process of execution to be levied or enforced against any of its property, or if the company shall fail faithfully to observe and perform any of the covenants or requirements of these presents, and such default or failure shall continue for the space of thirty days after written notice thereof given by the trustee to the company, the whole of the principal of said bonds and unpaid interest shall upon a declaration of the trustee to that effect, become immediately due and payable, but such declaration shall not be made unless a majority in interest of the holders of debentures outstanding so require by instrument in writing under their hands or by vote at a meeting duly held as hereinafter provided. Provided, however, that such majority as aforesaid shall have the power to cancel any declaration already made to that effect or to waive the right so to declare on such terms and conditions as such majority in interest shall prescribe. Provided always that no act or omission either of the trustee or of the debenture holders shall extend to or be taken in any manner whatsoever to effect any subsequent default or the rights resulting therefrom.

18. In case of default or failure as aforesaid under any of the terms of this deed or to pay the debentures or any of them or any interest thereon when they fall due or become payable, the trustee may, after thirty days' notice as aforesaid, enter upon and take possession of any of the mortgaged premises

conveyed or to be conveyed, and operate and manage either itself or by agents appointed for the purpose, the property and business of the company collecting all the revenues, issues and profits until the net earnings and profits, after the payment of all reasonable and just charges and expenses of the trustee, its agents and attorneys, shall have been sufficient to repair and make good the defaults of the company under these presents.

19. In case of said default and failure as above mentioned, the trustee may also, with or without taking possession of the mortgaged premises, transferred or to be transferred, proceed to sell and dispose of the same by one or several successive sales or such portions thereof as the trustee may deem necessary at public auction or private sale, at such price and upon such terms of payment and conditions as the trustee may think proper after having given such notice of the time and place of such sale or sales as it may think proper.

20. The trustee is hereby authorized and empowered to grant and sign valid deeds of sale and transfer of the subject matter of the sale made as aforesaid ; and for that purpose its agents and attorneys are hereby constituted irrevocably the attorneys of the company ; and any such sale so made as aforesaid shall be a perpetual bar both in law and equity and prevent all other persons claiming by, through or under it from claiming the subject matter of this sale or any intended interest therein. And the receipt of the trustee for all moneys paid to it shall effectually discharge the purchaser paying the same who shall not be held to enquire whether or not the proper notice has been given or the other provisions hereof complied with.

21. The trustee shall not be bound to do or take any act or action in virtue of the powers conferred or obligations imposed on it hereunder unless and until it has been required to do so by writing signed by holders of debentures forming at least one-fourth in interest of the then outstanding debentures and until indemnified to its satisfaction.

22. All amounts expended by or due to the trustee shall constitute a privileged charge upon the mortgaged premises transferred or to be transferred, and the company shall repay them on demand.

23. All moneys received by the trustee from insurance or upon releases of property which it may grant in accordance with its powers hereunder, shall be held and invested by it as security for the debentures secured hereby, subject to the right of the company, upon its written requisition authorized by a resolution of its board of directors, and upon such resolution the trustee may rely absolutely and shall not be responsible for the application of any moneys paid thereunder to the company to receive from the trustee and to apply any such moneys or the income thereof, held by the trustee, to repairing, building,

or constructing, re-building, reconstructing or purchasing and placing upon the property mortgaged hereunder any buildings, machinery, fixtures or other improvements or to have the same employed in the payment of any debentures which may be then redeemable, but no such application of such moneys shall be made by the company at any time when the company is in default hereunder or when the trustee is in possession of the mortgaged premises or any part thereof under the right of entry hereinafter provided, without the written concurrence of the holders of a majority in value of the bonds outstanding. In no case shall the receipt of any moneys for insurance or release of the mortgaged premises be deemed to be a payment on account of the bonds secured hereunder nor shall the mortgages be lessened, novated or in any other way interfered with by reason of any such receipt, any law, usage or custom to the contrary notwithstanding.

24. The trustee shall hold the moneys to arise from any sale or realization of the whole or any part of the mortgaged premises or any other security to which it may be entitled, upon trust that it shall thereout, in the first place, pay or retain the costs, charges and expenses incurred in or about the execution of the trust or otherwise in relation to the presents and shall apply the residue of the said moneys :

a. In or towards the payment to the holders of the debentures *pari passu* in proportion to the amount due to them respectively, and without any preference or priority whatsoever of all arrears of interest remaining unpaid on such bonds.

b. In or towards payment to the holders of the debentures *pari passu* in proportion to the amount due to them respectively, and without any preference or priority or otherwise howsoever, of all principal and other moneys then due on such debentures, and the debenture holders shall be bound to accept such payments whether such principal and other moneys shall or shall not be payable according to the tenor of said debentures or of these presents ; and

c. The trustee shall pay the surplus, if any, of such moneys to the company or its assigns.

25. Meetings of the debenture holders under this deed may be called in such manner as may be fixed by regulations prescribed by the debenture holders and the debenture holders may vote at such meetings personally or by proxy and the quorum may be defined and such other regulations or by-laws in respect of such meetings may be, from time to time, established, altered or repealed by the debenture holders acting by the majority in interest as they shall deem expedient and whenever and as often as any contingencies shall arise in which the action of the holders of the debentures secured hereby shall

be necessary or useful, the trustee is hereby authorized and directed to call a meeting of the debenture holders to be held in the city of Montreal and in the absence of any regulations as to the notice to be given, such notice shall be given by advertisements in one French and one English newspaper of the city of Montreal, to be published three times during the two weeks preceding the meeting, the costs of said notice to be a liability of the company and a privileged charge against the trust funds, and in default of such meeting being called by the trustee within eight days after notification to them in writing by any debenture holders of the necessity therefor or in case the trust shall be vacant, then it shall be competent for any holder or holders of such debentures to the amount of one-fifth of the total outstanding to call such meeting as above. Until otherwise provided a majority in interest of the holders of debentures outstanding for the time being shall constitute a quorum at such meetings. At any meeting of the debenture holders the respective bearers of debentures, shall be exclusively entitled to take part in the meeting or vote in respect of such debentures thereat.

26. No action or proceedings shall be taken by any of the debenture holders until the trustee has refused to act after being required to do so in conformity with these presents.

27. The trustee may at any time, by instrument in writing only, waive upon such terms and conditions as it may deem expedient any breach by the company of any covenants in the present deed contained other than the covenants to pay principal and interest, and a majority in interest of the holders of all the debentures aforesaid which may be then outstanding and upon which default in the payment of interest shall have been made and shall be continuing, shall have power by an instrument in writing under their hands or by the affirmative vote of such majority at a meeting duly convened and held as herein provided, to instruct the trustee to waive and the trustee shall thereupon waive such default or such rights of enforcement of the security hereunder or a default in payment of any instalment of interest on any of said debentures on such terms and conditions as such majority shall prescribe, provided always that no act or omission either of the trustee or of the debenture holders in the premises shall extend to or be taken in any manner whatsoever to effect any subsequent default of the rights resulting therefrom.

28. The company shall have the right at any time to redeem all the debentures outstanding before the date fixed for the payment of the same at one hundred and five dollars for each hundred dollars principal so redeemed and interest.

In such event the company shall give notice of its intention to redeem in writing to the trustee and shall cause the said

notice to be published during five days in one French and one English daily newspaper of the city of Montreal, and the interest upon said debentures shall cease on the date of maturity of the first coupon falling due after the last publication of said notice ; provided such date of maturity be not less than thirty days after such publication, and provided also that the company do not make default in payment.

29. Should the company fail to pay the debentures or any of them when due, or should the principal of the said debentures become due before the time fixed in the debentures for the payment thereof, through default of the company as herein provided, in such case the company shall and will pay forthwith to the trustee on demand for the benefit of the holders of the debentures secured hereby, the principal and interest due upon all the debentures then outstanding, and such payment when made shall be deemed to be made on such debentures or coupons, and any moneys so received by the trustee shall be applied in the same manner as if they were proceeds of the sale of the mortgaged premises.

30. No remedy herein conferred upon or reserved to the trustee or to the holders of debentures hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now existing or hereafter to exist by law or statute.

31. In case the office of trustee become vacant by resignation or for any other reason, such vacancy shall be filled by a resolution passed by a majority in interest of the holders of debentures outstanding, who may be present and vote at a meeting called for the purpose ; failing an appointment as aforesaid within one month from the date on which the vacancy occurs the vacancy may if the company be not in default be filled by a resolution of the board of directors of the company, and if the board failed to make such appointment within two weeks from the date at which they may first have authority to act or if the company be in default and at any time in case there be urgent need therefor, the vacancy may be filled by a judge of the Superior Court, Montreal, on the application of any debenture holder after such notice to the company and to the other debenture holders as such judge may deem necessary ; provided always that it shall be lawful for a majority in interest of the debenture holders at a meeting called for the purpose, at any time either before or after default to replace the trustee or trustees at any time acting hereunder by such other trustee or trustees as they may select. The trustee or trustees appointed to replace the present trustee shall by the mere fact of their appointment and without formal conveyance, have all the rights, powers and

privileges conferred upon the original trustee, and if there be more than one, all their powers may be exercised at any time by a majority. If for any reason it becomes necessary or expedient to execute any further conveyance or assurance, the same shall be executed at the expense of the company and may and shall be legally executed by the former trustee or trustees.

32. And seeing several of the municipalities who have entered into agreements with and granted franchises to the company have under the said agreements a right of buying out in whole or part the property, plant, aqueduct and transmission lines of the company it is understood and agreed that in the event of any of the said municipalities exercising the said rights, the price or compensation then payable, shall be paid whether the company is in default or not to the trustees who are hereby empowered to give any of the said municipalities a legal and valid discharge and transfer and are hereby constituted the irrevocable attorneys of the company for these purposes. And in such case the moneys so received shall be used to redeem such debentures, the holders whereof may consent thereto or invested by the trustees in the manner provided by law for the investment of trust funds and finally used in paying in due course the said debentures in capital and interest unless the majority in value of the holders of debentures then outstanding and the guarantor of the debentures consent to the said moneys being paid over in whole or in part to the company to be used by the company in the acquiring in such manner that it will pass under the lien and operation of these presents, further real estate or other property or in the improvement of the mortgaged premises.

33. The company shall from time to time and at all times hereafter well and truly defend and keep harmless and fully indemnified the corporation against all loss, costs, charges, damages and expenses which the corporation may at any time or times hereafter bear, sustain, or be put to for, by reason or on account of the company failing to pay the said coupons and debentures or any of them.

34. In the event of the corporation under the terms of its guarantee paying the interest coupons upon such debentures or any of them, or paying the said debentures themselves or any of them, the corporation shall be subrogated to all the rights of the holders of such coupons and debentures so paid by the corporation, and the corporation shall in such event be deemed to be purchasers of such coupons and debentures so paid and shall have all the rights and remedies which are provided in this instrument for the protection of original holders of such debentures, and the trustee shall in such event

be deemed to be the trustee for the corporation in respect of the coupons and debentures so paid by the corporation, and may be called upon by the corporation to exercise and shall then exercise all the powers and remedies herein provided in the event of any default in payment of the part of the company so as to fully secure payment and recoupment to the corporation of any and all coupons and debentures paid by it under the terms of the said guarantee, and the trustee shall in such event and upon being requested so to do, have the right to apply to a court of competent jurisdiction for and to secure the appointment of a receiver of the undertaking, assets and revenues of the company.

35. And the corporation of the village of Cartierville pursuant to the authority herein recited hereby guarantees the payment of the said debentures in capital and interest according to the terms thereof and accepts the terms of these presents.

36. *a.* Nothing in the present deed shall be construed as obliging the trustee to effect or maintain insurance against fire, nor shall it be responsible for any loss by reason of want or insufficiency of insurance.

b. The trustee shall not be responsible or liable otherwise than as trustee for any debts incurred by it, or for any damage to persons or property, or for salaries or non-fulfilment of contracts during any period wherein the trustee shall manage the trust property or premises upon entry or voluntary surrender as herein provided.

c. And the trustee shall not be bound to see to the doing observance or performance by the company of any of the obligations hereby imposed on the company, or in any way to supervise or interfere with the conduct of the company's business unless and until the company is in default as herein provided and the trustee has determined or been required by the debenture holders as herein provided, to enforce the same, and is kept supplied with the moneys reasonably necessary to enable the trustee to take the required action, and with sufficient bonds of indemnity satisfactory to the trustee to protect and save harmless the trustee against loss or damage by reason thereof.

d. It is distinctly understood and agreed that the trustee is not to be liable for or by reason of any failure or defect of title to or for any encumbrance upon mortgaged premises, or for or by reason of the statement of facts or recitals in this deed or in the debentures contained, or to be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the company only; and it is hereby declared and agreed by and between the parties hereto, as a condition upon which the trustee has entered

into these presents and accepted the trusts hereby created that nothing herein contained shall in any wise cast any obligation upon the trustee to see to the registering or filing of or to make, register, file or renew this or any deed or writing by way of mortgage or otherwise from the company, upon or of said mortgaged premises or upon any portion thereof, or upon any other property of the company in order to add to the security hereby intended to be given; nor shall it be the duty of the trustee to register or record this deed as a mortgage or otherwise or to procure any further, other or additional instrument of further assurance or to do any other act or thing for the continuance of the lien thereof or for giving notice of the existence of such lien or for extending or supplementing the same.

37. Without prejudice to the right of indemnity given by law to the trustees, the trustee and every receiver, attorney, manager, agent, accountant, inspector, clerk, servant, workman or other persons appointed by the trustee hereunder, shall be entitled to be indemnified out of the mortgaged premises in respect of all liabilities and expenses incurred by it, them or him in the execution or purported execution of the trusts hereof, or of any powers, authorities or discretions vested in it, them or him pursuant to these presents, and against all actions, proceedings costs, claims and demands in respect of any matter or thing done or omitted, in anywise relating to the premises and the trustee may retain and pay out of any money in its hands arising from the trusts of these presents the amount of any such moneys and also the remuneration of the trustee as herein provided.

And the trustee hereinbefore named, accepts the trust in these presents declared and provided and agrees to perform the same upon the terms and conditions hereinbefore set forth.

Whereof acte, done and passed in the said city of Montreal, under the number one thousand seven hundred and forty-eight of the notarial deeds of the undersigned notary.

And after due reading hereof the said parties signed with the undersigned notary.

(Signed) FELIX PLOUFFE, *mayor*,
" LOUIS BOYER, *sec.-treasurer*.
" A. G. ROSS,
" EDMOND HURTUBISE,
" W. M. RAMSAY,
" H. GOHIER, N.P.

True copy of the original hereof remaining of record in our office.

H. GOHIER, N.P.

BY-LAW, NO. 22.

Authorising the issue of debentures to the amount of thirty thousand dollars (\$30,000.00) at 5% upon debentures to be guaranteed by the village of Cartierville.

Whereas more capital is required to extend and develop the business of The Saraguay Electric Light & Power Company;

Whereas it is more advantageous for the shareholders of the company that the said capital should be procured by a long term loan instead of by the issue of stock;

Whereas the company has enlarged its premises in the village of Cartierville, constructed a new water intake and installed a new engine and electric generator thereon and extended its electric transmission lines in the said village and the neighborhood and is actually constructing an aqueduct in the said village and extending its electric transmission lines thereon and in the neighborhood;

Whereas the said works have been done or begun with money borrowed on notes and whereas to reimburse the moneys so borrowed and meet the costs of completing them, it is necessary to borrow a sum of about thirty thousand dollars (\$30,000.00);

Whereas \$30,000.00 is less than two-thirds ($\frac{2}{3}$) of the value of the company's immoveable property which stands at \$153,974.00, as per valuation of Clarence W. Henderson, of the city of Montreal, electrical engineer, as appears by his certificate to that effect hereto annexed after being approved and signed by the president and secretary of the company for identification;

Whereas in order to assist in the construction by the company of public works in the village of Cartierville and the neighborhood to wit, in the construction of an aqueduct, drains, and an electric light and power plant for which agreements have been entered into by the company and the corporation of said village, by deeds passed before H. Gohier, N. P., under dates of the 31st December, 1906, 18th May, 1907 and 9th October 1906, respectively, and in consideration of the free supply of thirty electric lights of sixteen candle power or the equivalent thereof for street lighting purposes, the corporation of the said village of Cartierville has agreed to guarantee an issue of thirty thousand dollars (\$30,000.00) of debentures by the company, bearing five per cent (5%) interest and payable in thirty years, the whole by by-law bearing No. 14, passed by the council of the said village of Cartierville, on the 2nd of July last, approved by the municipal electors on the 3rd of August last, and sanctioned by

the Lieutenant-Governor in Council, on the 7th of September last;

Whereas it may be necessary or advantageous to redeem the said debentures before maturity.

Therefore the directors of the Saraguay Electric Light & Power Company in meeting duly convened and assembled for the purpose of passing the present by-law, enact as follows :

1. The company may and shall in order to raise money for the purposes above mentioned, create and issue first mortgage debentures not exceeding in the aggregate at any one time thirty thousand dollars, bearing five per cent (5%) interest, payable semi-annually on the first of May, and November in each year.

2. The said debentures shall be of the denomination of five hundred dollars (\$500.00) each and numbered from one to sixty inclusively, and dated 1st November, 1907, and there shall be attached thereto coupons bearing the number of the debenture to which they are so attached, to represent each and every payment of interest.

3. They shall be made payable in capital and interest to bearer at such place in the city of Montreal, as the directors may determine.

4. The capital of the said debentures shall be payable in thirty years from their dates, but the right shall be reserved to the company to redeem them upon resolution of the board of directors to that effect at any time at a premium of five per centum. In such a case notice of such redemption shall be given in writing to the trustee for the debenture holders and published during five days in one French and one English daily newspaper of the city of Montreal and the interest upon said debentures shall cease on the date of maturity of the first coupon falling due after the last publication of said notice provided such date of maturity be less than thirty days after such publication, and also provided that the company do not make default in payment.

5. That the said debentures shall be signed by the president or vice-president and the secretary-treasurer of the company, and shall have the corporate seal of the company affixed thereto and the coupons shall bear the lithographed signature of the secretary-treasurer. They shall moreover bear an endorsement by the trustee for the debenture holders, establishing the fact that they are the debentures secured by the trust deed hereafter mentioned, and the aforesaid guarantee of the corporation of the village of Cartierville.

6. The said debentures as far as recital of facts and form are not herein specially covered, shall be drawn as may be determined by the directors.

7. And further for the purposes of securing the payment of said bonds and interest coupons and the sums of money therein named at the maturity thereof, the president or one of the vice-presidents and secretary-treasurer of this company be, and they are hereby authorized and directed to cause to be prepared a proper deed of trust, and to execute and duly acknowledge the same, conveying to and hypothecating in favor of a trustee or trustees for the debenture holders to be selected by the directors as trustee, all or any portion of, as may be determined by the directors, works, lands, buildings, and water-power, franchises, easements, rights, and privileges, rents, revenues, incomes, extensions, additions, improvements and property of every kind, name and description of the Saraguay Electric Light and Power Company now held or that shall or may hereafter be constructed, acquired or held, together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining, which deed of trust shall be in such form and contain such covenants, conditions, provisions and stipulations as may be determined by the directors.

8. The said debentures may be sold for such prices and on such terms all together or from time to time as the directors of the company may decide and order by resolution and pending the disposal thereof upon favorable terms, the directors may make arrangements with banks or individuals by overdraft note or pledge of the said debentures or both at current rates of interest to procure the funds required to meet the costs of the extensions and works mentioned herein, and such debentures when redelivered to the company and while it remains entitled thereto shall be treated as unissued debentures of this series, and accordingly may be, from time to time, issued or reissued as the company may see fit, or cancelled and fresh debentures issued in lieu thereof, and all such debentures shall be entitled to all the privileges and subject to all the conditions attached to debentures of this series.

9. The conditions imposed by the corporation of the village of Cartierville as a consideration of its guarantee of the debentures of the company as set forth in by-law No. 14 of its council and in the resolution thereof of the fifth of August last 1907, relating to the minimum period during which light shall be supplied by the company, are accepted and the president or vice-president and secretary-treasurer authorized to execute and sign with the said corporation a proper deed to witness the same, the said deed and copy for the corporation to be paid by the company.

10. This by-law shall take effect when approved according to law by the shareholders of the company.

Passed by the board of directors of the Saraguay Electric

Light and Power Company, on this fifth day of November, nineteen hundred and seven.

(Signed) EDMOND HURTUBISE, *Sec.-treas.*

“ W. M. RAMSAY, *President.*

And approved by the shareholders in meeting specially convened for the purpose this eleventh day of November, nineteen hundred and seven.

(Signed) EDMOND HURTUBISE, *Sec.-treas.*

“ W. M. RAMSAY, *President.*

Certified true copy.

(Signed) EDMOND HURTUBISE, *Sec.-treas.*

Signed *ne varietur* by Mtre Hercule Gohier, notary, at St. Laurent, on the 30th November, 1907.

(Signed) H. GOHIER, N. P.

A true copy.

H. GOHIER, N. P.

Toronto, 6th November, 1907.

RESOLUTION of the Board of directors of National Trust Company, Limited, passed at a meeting duly called and held on Wednesday, November 6th, 1907.

Resolved:—That Andrew Guy Ross, manager of the company at its Montreal office, be and is hereby authorized to appear before any notary or notaries in the city of Montreal and to execute on behalf of the company as trustee a deed of trust from the Saraguay Electric Light and Power Company securing an issue of \$30,000 par value of five per cent, first mortgage gold debentures and to sign on behalf of the company the trustee's certificates upon each of the said debentures. Carried.

Certified true copy.

(Signed) FS. WHITE,
General Manager.

Signed *ne varietur*, by me, Hercule Gohier, notary, at St. Laurent, on the 30th November, 1907.

(Signed) H. GOHIER, N. P.

A true copy.

H. GOHIER, N. P.

Province of Quebec. } MUNICIPALITY OF THE VILLAGE OF
 } CARTIERVILLE

At a general session of the council of the village of Cartierville, held at the usual place and hour on Monday, the 5th August 1907, at which were present all the councillors, except Mr. Ouellette, under the presidency of the mayor ;

It was unanimously resolved on motion of Mr. Lapointe, seconded by Mr. Cardinal, that Léandre Bélanger, notary, be associated as counsel with Mr. Boyer, the legal adviser selected to examine the titles of the Saraguay Electric Light and Power Company and that the company's debentures shall be endorsed only when the titles have been approved by both and the company has undertaken to supply gratis the quantity of light agreed upon, for at least 5 years in the event of its redeeming its debentures before such lapse of time, the whole in accordance with the promise made by its manager, Mr. Champagne, at the public meeting which preceded the vote on the said by-law No. 14.

True copy.

(Signed) LOUIS BOYER, *Secretary-treasurer*.

Signed *ne varietur*, by Hercule Gohier, notary, at St. Laurent, on the 30th November, 1907.

(Signed) H. GOHIER, N. P.

True copy.

H. GOHIER, N. P.

Province of Quebec, }
Village of Cartierville. }

At a general session of the council of the village of Cartierville, held according to law in the municipal assembly room, at the usual hour on Monday, 8th July, 1907, to which date it was adjourned on the 2nd July, 1907, for the purpose of considering and adopting the present by-law at which all the councillors, except Mr. Cousineau, were present under the presidency of the mayor.

It was ordered and enacted by by-law of the council, as follows :

BY-LAW No. 14

Whereas the Saraguay Electric Light and Power Company, has asked the corporation of the village of Cartierville to guarantee the debentures carrying first mortgage on all its property which it proposes to issue at once to the amount of \$30,000.00, redeemable in 30 years and bearing interest at 5 per cent payable half-yearly, and has offered in return to supply the corporation with electric light for a sum of \$300.00 per annum at the prices for public lighting given in its contract with the municipality for lighting, entered into before H. Gohier, N. P., on the 9th October, 1906, so long as the said debentures are not redeemed by the company and to pay the cost of this by-law and all other costs in connection therewith.

Whereas the said company has submitted a certified statement of its affairs in the month of February last, showing assets of over \$100,000.00 and has represented that its assets are much more considerable at present, and that it holds franchises for supplying light and water to various municipalities, which are of great value and that it has over \$50,000.00 invested in the village of Cartierville and will have \$75,000.00 when the water-works are finished and the new electric generator is installed.

Whereas the municipality runs no risk and has every advantage in accepting the above offer ;

That the said offer be accepted and upon the company undertaking by notarial deed to supply light as offered and subject to verification by the corporation's legal adviser of the company's titles and of the fact that the said debentures constitute a mortgage and preferential lien of the first class on the company's property, the corporation of the village guarantees the said issue of debentures, principal and interest, and the mayor and secretary-treasurer are authorized, after the signing of the above contract and the verification of the titles, to endorse the said debentures and sign all necessary or useful

documents to give effect to the said guarantee in the usual form or any other form approved by the corporation's legal adviser, and generally all deeds in connection with this by-law, the said signatures to establish conclusively that the above conditions regarding the company's engagement and the verification of the titles have been fulfilled.

This by-law shall come into force after having been sanctioned and published according to law.

(Signed) FELIX PLOUFFE, *Mayor*.

" LOUIS BOYER, *Sec.-treas.*

True copy.

(Signed) LOUIS BOYER, *Sec.-treas.*

Signed *ne varietur*, by Hercule Gohier, notary, at St. Laurent, on the 30th November, 1907.

H. GOHIER, N. P.

RESOLUTION OF DIRECTORS TO BE PASSED AFTER MEETING OF
SHAREHOLDERS

That in pursuance of by-law No. 22, authorizing the issue of \$30,000 of debentures, and of the resolution of the shareholders passed on the eleventh day of November last approving said by-law, William M. Ramsay, the president, and Edmond Hurtubise, secretary-treasurer, be and they are hereby authorized to sign and execute in the name of the company a trust deed from the company to the National Trust Company of Toronto, Limited, as trustee for the debenture holders, substantially in the form of the draft now before the meeting and identified by the signature of the chairman and secretary conveying and hypothecating to the National Trust Company, Limited, all the property and franchises of the company now owned or hereafter to be acquired as described in said deed, and containing provisions relating to payment, insurance, default, notice to and action by debenture holders, and other provisions, which said deed is approved by this meeting.

Extract of directors' meeting, held on the 19th November, 1907.

Certified true copy.

(Signed) EDMOND HURTUBISE,
Secretary-treasurer

Signed *ne varietur*, by Mtre Hercule Gohier, notary, at St. Laurent, on the 30th November, 1907.

(Signed) H. GOHIER, N. P.

True copy.

H. GOHIER, N. P.

EXTRACT of the minutes of a special shareholders' meeting of
The Saraguay Electric Light and Power Company, held
at the head office of the company at Cartierville, on
Monday the 11th November, 1907, at 3 o'clock, p. m. :

BY-LAW No. 22

Authorizing the issue of debentures to the amount of \$30,000 at five per cent, to be guaranteed by the corporation of the village of Cartierville, passed by the board of directors on the fifth of November, 1907, having been duly read as well as by-law No. 14 of the village of Cartierville and its resolution upon the subject of the 5th of August, 1907.

It is resolved unanimously on the proposition of Mr. Chs. Brandeis, seconded by Mr. E. Champagne, that the said by-law of the company be approved and the directors and officers of the company empowered to carry out the operation and sign the document mentioned therein.

Certified true copy.

(Signed) EDMOND HURTUBISE,
Secretary-treasurer.

Montreal, 30th November, 1907.

Signed *ne varietur*, by Mtre Hercule Gohier, notary, at St. Laurent, on the 30th November, 1907.

(Signed) H. GOHIER, N. P.

A true copy.

H. GOHIER, N. P.
