

"2nd. The said company shall during the said period of ten years, supply and furnish gas for cooking and heating to all consumers of the same within the limits of the said City, at a price not to exceed one dollar per each thousand cubic feet."

"3rd. The said Company shall light the city every night in the year without exception during the said ten years, at a price not to exceed twenty dollars a year, payable quarterly, for each lamp put up and required by the city in every street, lane, square or avenue. The time for keeping the lamps lighted, and which is mentioned in the specification hereinafter mentioned, shall take effect immediately, and from this date without any extra charge by the company."

"4th. The said Company shall be bound to lay pipes in all the streets of the city as they shall be directed by the Light Committee of the said City of Montreal, provided that the distance between the lamps do not exceed two hundred feet, and that there be at least two consumers of gas between every two lamps, or, in default of two consumers, that the distance between lamps shall not exceed one hundred and fifty feet."

"5th. The said Company shall be obliged to lay their pipes and furnish gas in adjoining municipalities when annexed to the said city at the same prices and conditions as herein stipulated."

"6th. And the City of Montreal aforesaid during the said ten years, that is to say, from the first day of May, 1885, to the first day of May, 1895, shall not grant to any other company or parties the leave to lay gas pipes in the streets or roadways of the said City of Montreal, except during the last two years of the present contract or agreement, when the said City of Montreal shall have the right to authorize any other company that may be formed or then exist, or any other parties, to lay gas pipes and erect works, so as to be ready to undertake the contract on the first day of May, 1895, for the lighting of the city and supplying gas to the citizens if necessary."

"7th. It is specially agreed between the said parties hereto that the said Company shall in the future, as they have done before, collect and receive the several amounts of money at

any time due them by the gas consumers, from these latter only, without any recourse whatever against 'The City of Montreal' aforesaid, which shall be liable to pay only the amounts to become due for street lamps and gas furnished to and for the use of buildings possessed by the said City."

"8th. The said City of Montreal shall have the right to provide for the inspection of the gas and meters furnished by the said Company, and to that end to appoint an inspector who shall be charged with regulating the pressure of gas."

"9th. The City of Montreal aforesaid shall also have the right to provide for the general or partial lighting of the streets and squares of the said City by electricity, and to that end to revoke the present contract for gas lamps in such districts as the Council may determine, without the said company having any right or ground for claiming damages."

"10th. It is also stipulated that the citizens of the said city of Montreal shall have the right of purchasing and using their own gas meters."

"11th. The said parties agree to execute the present contract according to the specifications contained in the form of contract hereunto annexed and signed by the parties hereto, and the undersigned notary *ne varietur*."

"12th. All the clauses, conditions, explanations, directions and instructions contained in the hereto annexed specification shall be strictly followed, although not herein repeated for brevity sake. In case however there should be any difference between the meaning of these presents, and any part of the said specifications, the meaning of these presents shall be followed."

"13th. These presents have been passed and executed on the part of the City of Montreal in conformity with resolutions of the City Council, adopted at their meetings held on the twenty-seventh day of December last (1883) amending and adopting as amended a report of the 'Light Committee' of the City Council of the sixth day of November last, copies of which resolutions and report shall remain hereunto annexed, signed by the undersigned notary, *ne varietur*."

"14th. The said Company shall pay the