

tion of the City of Quebec at the expiration of each year, at the close thereof, and made up to the thirty-first day of December thereof, an account of the outlay and expenditure incurred by the said Company in establishing the said Gas Works, and a particular statement of the revenue and expenditure of the said Gas Works, in the manner required from the said Corporation and prescribed by the fifteenth section of the said Act passed in the ninth year of Her Majesty's Reign, intituled, "*An Act for lighting the City of Quebec with Gas.*"

Agreement with the Corporation of Quebec to be performed.

XXXIV. And be it enacted, That nothing hereinbefore contained shall in any manner affect or impair the covenants or agreements contained in the aforesaid Act, deed or instrument of assignment mentioned and referred to in the preamble of this Act, which said covenants and agreements shall be observed, performed, fulfilled and kept by the said Mayor and Councillors of the City of Quebec and by the said Quebec Gas Company, hereby incorporated, respectively, according to the true intent and meaning of the said Act, deed or instrument, except in so far as the same shall or may at any time or times be altered or modified by the mutual agreement of the said Mayor and Councillors of the City of Quebec and the said Quebec Gas Company respectively, anything herein contained to the contrary notwithstanding.

Certain penalties, how recovered.

XXXV. And be it enacted, That unless where otherwise specially provided, the penalties to be imposed under the authority of this Act shall be recoverable with costs by complaint before any Justice of the Peace, and on conviction upon the oath of one or more witnesses, or by the confession of the party complained of; and in default of payment of any such penalty and costs, it shall be lawful for the said Justice to issue his warrant for the distress and sale of the goods and chattels of the offender, or for his imprisonment in the gaol