

electricity for light, heat, and power, and with a water supply for domestic, fire, and other purposes."

On 14th June, 1898, plaintiff company bought the assets of the Perth Water Works Co. Ltd.

The agreement with Charlebois, the assignment by Charlebois to the Perth Water Works Co. Ltd., and the sale by the latter company to plaintiffs, were all ratified and confirmed by 62 Vict. (O) ch. 70—where in schedules A and B the agreement and assignments are set out in full. This Act was assented to 1st April, 1899.

G. H. Watson, K.C., and J. A. Stewart, for the plaintiffs.

G. F. Henderson, K.C., and J. A. Hutchinson, K.C., for the defendants.

HON. MR. JUSTICE BRITTON:—The plaintiffs have established the use by the defendants of these 40 hydrants. By the agreement the price was fixed at \$35 for the first 5 years—for each hydrant for each year—and \$25 for each year thereafter—and the amount became due and payable on the 15th December each year for the then current year.

The defence is that the plaintiffs have utterly failed to comply with the agreement mentioned. I need not consider this long and carefully prepared agreement other than as to the clause upon which defendants rely.

7. The company will construct, complete, and maintain for 25 years, a first-class system of water works . . . water to be taken from Tay river . . . intake pipe to be sufficient, etc., etc.

8. The system of water works shall be such as will give a first-class service for the population of Perth, and as will give for fire purposes, such a pressure as will at all times during the said franchise satisfy the underwriters association for class C. in the underwriters classification.

11. Describes what the pumping power, pumps and all accessories shall be and what pressure shall be maintained, etc.

29. By this the plaintiffs or their predecessors are required to complete the system in the month of November, 1897, or in case of default—"except for stated reasons which do not bear upon this case" the powers and authorities and privileges granted to the plaintiffs should be forfeited.

Dealing with 29, I may say that there was a special remedy provided—namely the payment of \$2,000 as liquidated damages—in addition to forfeiture of privileges, etc.