

such breach of any of the said terms or conditions shall continue for the space of thirty days, whether consecutive or not, in any year (in reckoning the said thirty days parts of days shall be counted, and seventeen working hours, whether consecutive or not, and whether in the same twenty-four hours or not shall be counted as one day) the Corporation, by resolution of the Council thereof, or the Commissioners by a resolution may declare that all of the privileges and rights which the Company may have acquired by this or any other agreement hereafter made, are at an end, and the said rights and privileges shall thereupon cease, and be at an end accordingly, and the said agreements rescinded, and, in such case, the Corporation or the Commissioners shall have the right to require all materials and obstructions placed upon or in the said property of the Corporation under any such agreement to be removed therefrom, and the said property to be put in as good condition and repair as it was before the said materials and obstructions were placed therein or thereon, and the expense thereof shall be paid to the Corporation or the Commissioners, which ever shall require or cause said materials or obstructions to be removed and the said property to be put in good condition and repair as aforesaid by the Company on demand, and the payment may be enforced in any Court of competent jurisdiction by the Commissioners or the Corporation against the Company.

34.—It is further agreed by and between the parties hereto that, in the event of this agreement not being determined or cancelled before the eighth day of March A. D., 1925, the Company shall, within three months after the said eighth day of March, A. D. 1925, at their own expense, remove from the said Waterworks property all materials and obstructions at any time placed by the Company therein or thereon and shall, within the said three months, put the said property in as good condition and repair as it was before the said materials and obstructions were placed therein or thereon and to the satisfaction of the Commissioners; and, in the event of the Company neglecting or failing to remove the said materials and obstructions within the time aforesaid, or to put the said property in the condition or repair aforesaid, the Commissioners or the Corporation shall have the right to require or cause all materials and obstructions at any time placed upon the said property by the Company