

within thirty (30) days after the rendering of any such statement, the User shall pay to the Owner at its office in Montreal, the amounts shown by such statement as payable by the User pursuant to the terms of this Agreement.

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37. Subject to the proviso hereinafter contained, the Owner will, from time to time and at all times during the continuance of this Agreement, allow proper inspection by the User of all books, accounts, returns and vouchers for the purpose of checking or verifying any account or accounts rendered by the Owner to the User in pursuance of this Agreement, and the User shall have the right from time to time to employ an auditor or auditors to investigate the accuracy of any such account or accounts, and the Owner shall from time to time afford all proper facilities for such investigation; and neither the acceptance of any such account or accounts nor the payment thereof by the User shall prejudice its rights to an audit or verification; and if, upon any such audit or verification, it shall be found that the User has paid to the Owner any sum or sums of money which it was not liable to pay under the provisions of this Agreement, it shall be entitled to demand and collect the same from the Owner, and the Owner shall refund the same. Provided, however, that such right of inspection in respect of maintenance and operation charges shall be exercisable only within one year after the rendering of the account or accounts sought to be checked or verified and any account not found to be incorrect within such period of one year shall not thereafter be subject to objection or change, and further that the Owner shall not in any account make any charge in respect of any service performed or material furnished hereunder in connection with maintenance and operation prior to the period of one year before the rendering of such account, unless notice be given in respect of such adjustment before the expiry of that period.

38. If the User should fail to make any payment when due, which it is obliged by this contract to make, or fails in any other respect to perform the obligations on its part to be performed under this Agreement, and such default shall continue for sixty days after notice in writing shall have been given by the Owner to the User of an intention to terminate the contract, the Owner may, at its election, declare this Agreement terminated and may exclude the User from all use of the Joint Section. Provided that failure to make any payment which is the subject of arbitration or litigation between the parties shall not, pending such arbitration or litigation, be deemed cause of forfeiture hereunder.

39. Each of the parties hereto agrees to carry out and give effect to this Agreement in the most liberal and reason-

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