

March 1

Text of Agreements Disclosed by Roebuck

Texts of the supplementary agreements with Gatineau, hitherto secret, disclosed yesterday by Attorney-General Roebuck, follow:

First Supplementary Agreement.

"The company shall not be liable for any partial or total failure to deliver electrical power or energy under the principal agreement, which is due to the act of the Province of Quebec."

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Second Supplementary Agreement.

"The rates to be paid and payments to be made by the Commission, as set out in Sub-clause (a) of Clause 3 of the principal agreement shall, subject to the provisions of this supplementary agreement, include all compensation to the company for all taxes, rentals, licenses, fees and charges that may be levied, assessed or imposed by Dominion, Provincial or Municipal, or any other authority, for or during the term of this agreement, or any part thereof. If, however, while the principal agreement shall continue in force (1) any Dominion or Provincial taxes or charges not now in existence should be created, or any now existing be increased, or (2) the rentals or royalties which are payable as now specified under the lease from the Crown of the Paugan water power generating the electrical energy supplied to the Commission hereunder shall be increased in such manner as to increase the cost to the company in respect of these items of the electrical power or energy kept available for and delivered to the Commission under the principal agreement, then in each and any such case an increase shall be made in the payments by the Commission to the company hereunder which shall, after crediting any reductions in any of such items, exactly compensate the company for the increase thereby occasioned in the cost to the company of the electrical power or energy kept available for and delivered to the Commission under the principal agreement."

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Third Supplementary Agreement.

"The company shall not be obligated to install apparatus for a maximum voltage higher than that available from apparatus which the manufacturers are willing to build and recommend for use on a 200,000-volt system and in connection with standard 220,000-volt switching and auxiliary equipment, or higher than the Commission

provides for in its portion of the 220,000-volt system."

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Fourth Supplementary Agreement.

"The company may, on or before Aug. 1, 1926, notify the Commission that due to its inability theretofore to obtain certain specified and necessary rights, permits, licenses or franchises, or to consummate the purchase of the Paugan water power, it is unable to proceed further with the principal agreement, unless the Commission will agree that the company shall not be liable for any partial or total failure to deliver electrical power or energy under the principal agreement, which is due to the inability of the company to obtain the necessary rights, permits, licenses and franchises so specified which it shall not have obtained, or to the inability of the company to consummate its purchase of Paugan. Thereupon and within fifteen days thereafter, the Commission shall notify the company whether the Commission is willing to make such agreement. If the Commission is unwilling to make such agreement, the principal agreement shall be at an end and neither party shall be liable to the other. If the Commission does make such agreement, and the company thereafter makes a partial failure to deliver electrical power or energy, as herein provided, and such partial failure is of a permanent nature, a corresponding reduction shall be made in the contract demand."

"The Commission agrees that it will promptly join with the company in an application for the Ottawa River crossing in the neighborhood of Chats Falls, and will prepare and have ready an application for this purpose, together with all necessary accompanying plans, on or before May 20, 1926. In case such plans shall be delayed beyond May 20, the date of Aug. 1 shall be correspondingly postponed."

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Fifth Supplementary Agreement.

1. "The place of delivery should be a point in the Province of Ontario ten feet distant from the boundary between the Provinces of Ontario and Quebec at or near Chats Falls."

2. "The change in the place of delivery should not subject the company to the burden of taxes, fees or other charges imposed under the authority of the Province of Ontario or any taxing authority thereof."

3. "The principal agreement and the four existing supplementary agreements, together with this supplementary agreement, are hereby entered into as of May 19, 1926."