

By-law No.

A By-law to exempt from municipal taxation (except school taxes) certain property and business to be acquired by Hamilton Toothe Hunter, on behalf of a Company to be incorporated under the Ontario Companies Act, to be called "Art Iron Limited," or by the said Company, and to provide him or them with electrical horse power and electric current for lighting and a free site and grading for a railway siding.

Whereas Hamilton Toothe Hunter, acting on behalf of a certain company to be incorporated under the Ontario Companies Act, to be called "Art Iron Limited," has proposed to establish and operate, within the Village of Fenelon Falls, a manufacturing establishment for the manufacture of iron and wire goods, on condition that the said Village of Fenelon Falls furnish a free site and electrical power and electric current for lighting, and exempt them from all municipal taxation, except school taxes, for a period of ten years, and also do the grading required for the building of a railway siding, on the terms and conditions more fully set out in an agreement bearing date the Eighth day of August A. D. 1911, made between the said Hamilton Toothe Hunter, on behalf of the said Company, and this Corporation, a copy whereof is attached hereto, marked "A".

And Whereas the said Company will employ a large number of men and it will be greatly in the interest of the said Village to procure the establishment of the said manufacturing industry within its limits.

Therefore the Municipal Council of the Corporation of the Village of Fenelon Falls enacts as follows:—

1. It shall and may be lawful for the Reeve and Clerk of the Village of Fenelon Falls, and they are hereby authorized and empowered for and on behalf of the Corporation of the Village of Fenelon Falls and under the Corporate Seal of the said Village to execute the said Agreement "A" attached hereto, and to carry out its terms and do all things necessary therefor, and the said Agreement is hereby enacted to the same extent as if it had been fully set forth verbatim in this By-law.

2. The lands now or hereafter acquired by the said Hamilton Toothe Hunter, on behalf of The Art Iron Limited, or by the Art Iron Limited, their successors or assigns, within the said Village of Fenelon Falls as a site for the said manufacturing industry as provided in said agreement, and all buildings (except dwelling houses), machinery and plant used in connection with the said business of manufacturing iron and wire works as aforesaid, shall be exempt from taxation for all municipal purposes, except school taxes, for a period of ten years from the first day of October, 1911.

3. That it shall be lawful for the Council of the Corporation of the Village of Fenelon Falls, and they are hereby authorized and empowered to purchase and pay for a site for the said manufacturing establishment as provided in the said agreement.

4. This By-law shall be submitted for the assent of the electors of the said Village of Fenelon Falls under the provisions of the Municipal Act and amendments thereto, on Tuesday the Fifth day of September A. D. 1911. The polls will be open at the hour of nine o'clock in the forenoon and remain open until the hour of five o'clock in the afternoon of the same day, to take the votes of the qualified electors of the said Municipality on the said By-law.

5. This By-law shall come into force and take effect upon the same being approved by the ratepayers of the Village of Fenelon Falls qualified to vote thereon.

6. The places for taking the votes, and the Deputy Returning Officers for the several polling subdivisions for the said Village shall respectively be as follows:—
Polling Subdivision No. 1, Twomey's Hall; Deputy Returning Officer, E. Fitzgerald.
Polling Subdivision, No. 2, Jordan's Hall; Deputy Returning Officer, C. W. Burgoyne.

7. On Saturday, the second day of September, 1911, the Reeve of the Village shall attend at the Council Chamber at Twomey's Hall in the said Village at ten o'clock in the forenoon, to appoint persons to attend at the various polling places aforesaid and at the final summing up of the votes by the Clerk on behalf of the persons interested in and promoting or opposing the passing of this By-law, respectively.

8. The Clerk of the Village shall attend at the Council Chamber in Twomey's Hall in the said Village at ten o'clock in the forenoon on Wednesday, the Sixth Day of September, 1911, to sum up the votes given for or against the said By-law.

Read a first and second time this Ninth day of August, 1911. Read a third time and passed this day of September, A. D. 1911.

Reeve.

Clerk.

NOTICE.

Take Notice that the above is a true copy of a proposed By-law which has been taken into consideration and which will be finally passed by the Council (in the event of the assent of the electors being obtained thereto) after one month from the first publication in the newspaper (The Fenelon Falls Gazette), the date of the first publication aforesaid being August 11th, 1911.

And Further Take Notice that the polls will be held at the hours, day and places therein fixed for taking the votes of the electors qualified to vote thereon.

E. FITZGERALD, Clerk.

Schedule "A" to above By-law

THIS AGREEMENT made in triplicate this Eighth day of August, A. D. 1911;

Between Hamilton Toothe Hunter, of the City of Toronto, in the County of York, Esquire, on behalf of the Company below mentioned, which Company is hereinafter referred to as "The Company," of the first part;

And the Corporation of the Village of Fenelon Falls (hereinafter called "The Corporation"), of the second part.

Whereas the Company to be called "Art Iron Limited" is about to be formed under the Ontario Companies Act, having for its objects the manufacture of all kinds of iron and wire goods and articles and iron forgings, and among other things the acquisition of the plant, machines, tools, patterns, patents, orders and stock in trade, and other effects and assets (other than book debts) and goodwill of a Company now carrying on business as Manufacturers of fire escapes, iron fences and gates, wire guards and covers, iron brackets, iron beds and cots, iron and wire work required by builders, and all kinds of iron forging and other kinds of iron and wire goods and articles, and to establish a plant and operate the same at the Village of Fenelon Falls, and to assume and carry out the covenants and provisions of this agreement entered into by the party of the first part to this agreement, on behalf of the Company; and

Whereas the nominal capital of the Company is to be One Hundred Thousand Dollars divided into 1,000 shares of One Hundred Dollars;

And Whereas it is the intention of the parties hereto that upon this Agreement being ratified by the rate-payers of the Village of Fenelon Falls as hereinafter provided, this agreement shall be assigned by the Party of the First Part to, and accepted by, the Company;

And Whereas the Corporation is desirous of securing the location of the said manufacturing establishment and industry at Fenelon Falls;

Now Therefore This Indenture Witnesseth that in consideration of the premises and the sum of one dollar of lawful money of Canada now paid by each of the parties to the other of them (the receipt whereof is hereby acknowledged) the parties hereto mutually covenant and agree to and with each other and their respective heirs, executors, administrators, successors and assigns as follows:

1. The Company shall locate its factory and manufacturing business at Fenelon Falls upon the performance by the Corporation of the following terms and conditions, namely:—

(a) That the Corporation shall purchase the old site of The Fenelon Falls Furniture Company, Limited, or some other suitable site, of not less than two acres, within the Corporation of the said Village of Fenelon Falls for a site for the Factory of the said Company, and shall convey the same to the said Company upon the performance of the terms and conditions hereinafter mentioned on the part of the said Company.

(b) The Corporation agrees to give and grant unto the said Company exemption from all taxes, rates or assessments wherewith the said property may be rated or charged, except school taxes, for a period of ten years, from the First day of October 1911, and agrees to provide the said Company with electric power to the extent of fifty horse power for a sixteen hour service delivered at the factory of the said Company, free of cost, for a period of ten years from the First day of October 1911. That in case the said Company should require more than fifty horse power as aforesaid, said Corporation agree to sell and deliver additional power to the said Company at or for the price or sum of Ten dollars per horse power for a sixteen hour service. The Corporation also agrees to provide the said Company with electric power not exceeding five horse power, in addition to the fifty horse power heretofore mentioned, for the purpose of pumping water to tanks placed on or near the said factory for fire protection, and also to provide electric power ordinarily required for lighting said factory during the period of this Agreement, and any renewal thereof. It is understood and agreed that the Company are to supply all motors, wiring, electric supplies and apparatus required. Provided, however, that in case of accident to the power plant, or in case of some unforeseen event or casualty, not caused by neglect, default or misconduct, the Corporation is not to be liable for breach of this covenant; the Corporation agrees to use due diligence to repair any such accident to the said Power Plant.

(c) The Corporation agrees to renew the said exemption from taxes for a further period of ten years from the First day of October 1921, upon the performance of the covenants and conditions herein contained on the part of the said Company, and subject to the terms of this Agreement and subject to the assent of the electors being obtained to such renewal.

(d) The Corporation also agrees to do the grading required for the building of a railway siding for the use of the said manufacturing business and also to provide a suitable walk to the said factory.

(e) The Corporation agrees to submit to the ratepayers of the Village of Fenelon Falls, on or about the Fifth day of September 1911, a By-law approving of this agreement and granting and securing the above mentioned terms and conditions to the said Company.

(f) The Corporation agrees to enter into an agreement for the purchase of the said lands, formerly occupied by the

Fenelon Falls Furniture Company, Limited, or for some other suitable site, and to complete the purchase thereof within ten days after this agreement is adopted by the Company, and conveyance of the said property shall then be made to the said Company in duplicate and shall be delivered to the Bank of British North America at Fenelon Falls, together with a copy of this agreement, and the Bank shall hold the same in trust, subject to the terms and conditions of this Agreement.

2. The said Company shall, as soon as possible, after the said By-law is passed, proceed with all due diligence to erect on the site aforesaid all necessary buildings to the value of three thousand dollars, suitable for carrying on the said manufacturing business, such buildings to include a cement or brick building one storey high, sixty feet by one hundred and fifty feet, and also the Company shall put and place therein all necessary plant and machinery to the value of at least five thousand dollars, free from all debt, liens, charges, or encumbrance, suitable for said manufacturing business and of such a character and capacity that to carry on the same will require the employment of at least thirty men daily, Sundays and legal holidays excepted, as hereinafter provided, who will be employed in and about the said business, and who shall be and become residents of the said Village of Fenelon Falls, in so far as there is good and sufficient accommodation for them in the said Village. And it is hereby agreed that employees shall be considered residents within the meaning of this clause if they and their families (if any) are permanently residing within the said Village within six months after they commence work in the said factory.

3. The said factory, equipped as aforesaid, shall be in running operation on or before the first day of December, 1911, and as soon as the said factory has been fully equipped and in running operation the said Deed or Conveyance shall be delivered to the said Company conveying the site to it free from encumbrance.

4. That for a term of ten years, commencing on the first day of October, 1911, the said Company shall, subject as hereinafter set forth, employ for at least eleven months in each year, during the said term, an average of thirty employees, in and about the said factory, giving to each person employed in said factory an average employment of eight hours per day, Sundays and legal holidays excepted; and the Company shall furnish the Corporation on or before the Tenth day of January in each year with a Statutory Declaration of some officer of the said Company having a full knowledge of the facts, showing the names and number of hands employed and whether adults or not, and the time they were employed; and the Company shall, if requested, once in each year exhibit its time books and pay sheets to such person or persons as the Corporation may designate, to enable such person or persons to ascertain whether this agreement has been carried out or not.

5. Should the said Company, after the expiration of one year from the first day of October, 1911, fail to employ thirty employees as aforesaid; but employ not less than twenty employees in the said factory, in the manner aforesaid, the Company shall in such event pay the Corporation for all power used at the rate of five dollars per horse power for a service not exceeding sixteen hours; and in case the Company should employ less than twenty employees in the said factory at any time during the currency of this agreement, the Company shall, in such event, pay the Corporation for all power used at the rate of ten dollars per horse power for a service not exceeding sixteen hours, which said payments shall be due and made to the Corporation at the expiration of each month in which the number of employees employed falls below thirty as aforesaid.

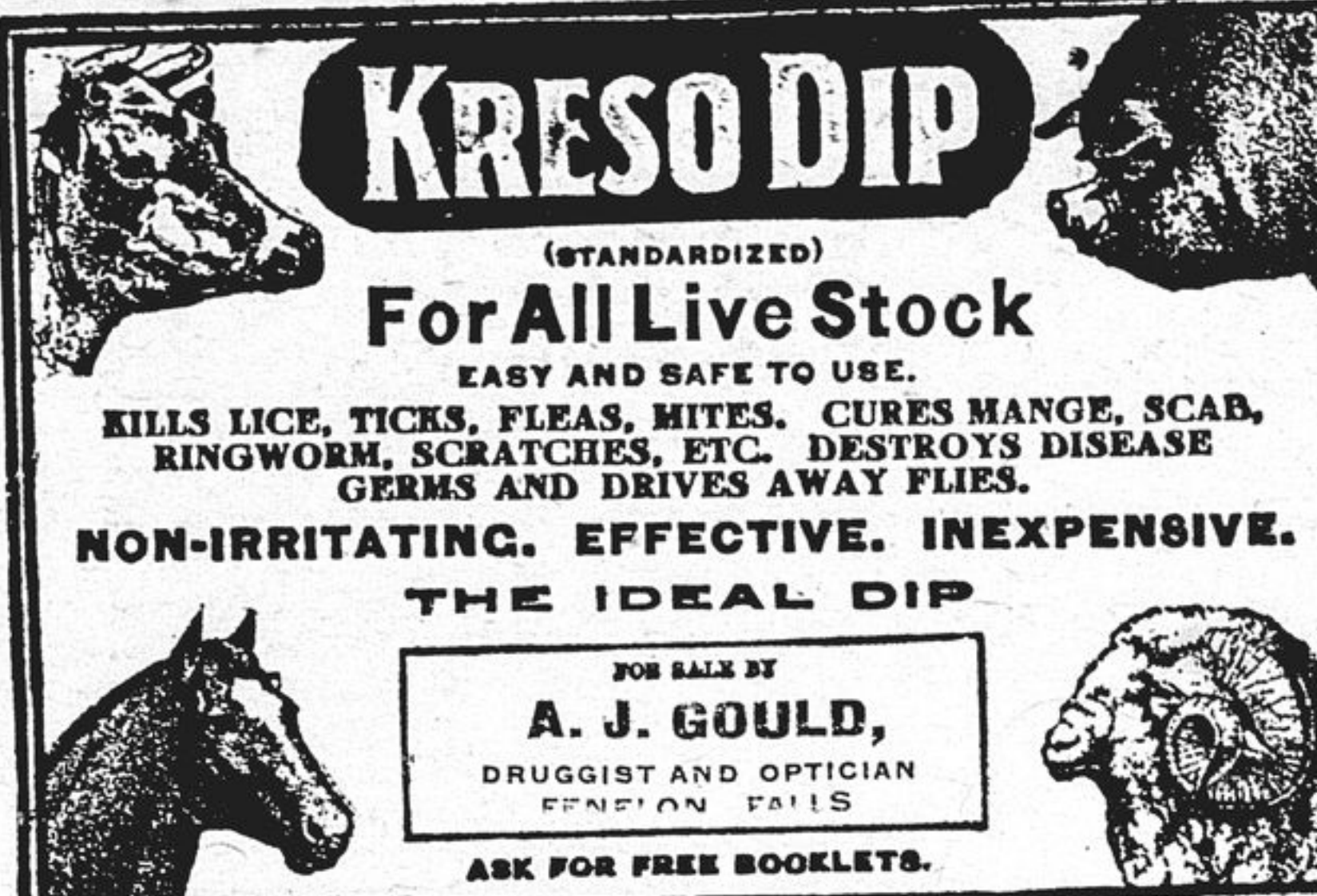
6. In case of destruction of the said factory or any part thereof by fire, or partial destruction thereof, the said Company shall proceed with all due diligence to reconstruct or repair the said factory, and place the same again in operation.

7. Provided the said Company is unable, by reason of loss by fire, accidents to machinery or motor power, or stoppage for necessary repairs, improvements, or alterations, or on account of strikes, lockouts or combines, to perform clause four of this Contract, or through some unforeseen event or casualty, not caused by neglect, default or misconduct by the Company, it should be hindered, delayed or prevented from carrying out substantially the provisions of clause "4" of this Agreement, then, and in such case, it shall not be bound to pay for power up to fifty horse power as provided in clause "5".

8. The said Company shall carry on the manufacture of the said iron and wire goods and articles hereinbefore mentioned, in the Village of Fenelon Falls, in the said factory to be erected or other buildings of equal value substituted therefor, for a period of ten years from the first day of October, 1911, unless in case of fire or in case of accident to machinery, strikes, or for any other necessary reason as to render such interruption unavoidable, and in any such case, operations shall be resumed as soon as possible thereafter, not exceeding eight months, in case of total loss by fire, and in case of interruption by total loss by fire as aforesaid shall be for a longer period than three months in any year, such manufacturing business shall be continued and carried on after the term for a period equal to the time of interruption, over and above three months, and in case of such interruption, from causes as aforesaid other than from total loss by fire, shall be for a period longer than one month in any year, the said manufacturing business shall be continued and carried on after the said term of ten years for a period equal to the time of interruption over one month, provided the Corporation extends the exemptions and privileges according to the terms of this Agreement during such additional time.

9. If, at any time, any part of the said factory, lands, buildings, plant, machinery and apparatus, used in connection with the said manufacturing business, shall cease to

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