

OUR FIFTY-SEVENTH YEAR—NO. 133

LINDSAY, ONT., FRIDAY, SEPTEMBER 25, 1903.

TERMS—\$1.00 PER YEAR PAYABLE IN ADVANCE

Sutcliffe's for Your Fall Outfit

MANTLES AND COSTUMES

A showing of over one thousand new Mantles, not many of any one design, but the cloths and styles are so varied that you will see how easy it is for you to select this great number.

Ladies' Frieze Mantles, colors of Blue and Grey, Velvet Collars, new Sleeve with Cuff, fancy full back, only \$5.00.

Ladies' Black Vicuna Mantles, finished with Silk, stitching and cord, two Cuffs, Bell Sleeve, with Cuff, lined throughout, Fancy Pockets, special \$10.00.

WELL MADE FURS.

We bought our Furs early in the season, at the time when makers have their dull season, by so doing many lines of reliable, first quality Furs came our way at prices so low as to warrant our placing a large order.

DRESS GOODS.

Dress Fabrics will be among the items of interest during the opening. Beautiful Dress material from the foremost manufacturers in Europe as well as the most popular home weaves.

English Cheviots 25c. 44 inch mixed Tweed Zebelines 50c. 44 inch mixed Tweed Zebeline finish Dress Goods. All staple colors. Special \$50c.

Black and Mourning Dress Goods. Our assortment was never larger or more varied, and includes all the newest fashion dictates, Zebelines, Knotted Checks, Cheviots, Satin Cloths, Wool Poplins, Solites and Hugar Cloths. Prices range 50c to \$1.50 per yard.

Silk Velvets. Buying direct from the makers we are enabled to give you a much superior quality at the prices asked for the ordinary kind.

SUTCLIFFE & SONS, CASH LINDSAY ONE PRICE

MISCELLANEOUS. GENERAL HOUSE SERVANT WANTED. FOR SALE—Seventeen acres hardwood Bush, within half a mile of Grass Hill Station. A. B. SMITH, Woodville, Ont.—w2.

THE LIGHT, HEAT & POWER CO.'S OFFER

To Install a Street Lighting System of Sixty Enclosed Arc Lamps of 6.6 Amperes, or 1500 Nominal Candle Power—Town Solicitor Hopkins' Amendments and Suggestions, and the Discussions in Committee Thursday and Friday Evenings Relative to the Contract—Mr B. F. Reesor Heard.

The Police and Lighting Committee met Thursday evening, 17th, in Clerk's office to consider the draft agreement, for a system of electric street lights, submitted to Council at its last meeting by the Lindsay Light, Heat & Power Co., Aldermen O'Reilly and Cinnamon arrived about half an hour after the opening of the proceedings.

Before business was taken up Mayor Sootheran briefly alluded to the importance of prompt action being taken to have the streets lighted. He felt the present position of affairs very keenly, as fully 25 or 30 citizens called at his office daily, to urge that some action be taken at once.

Ald. Storer—"I was congratulating myself to-night that we are no longer bothered with the gas. I came down to-night with some comfort, dark as it is, but when we had the gas a stick or umbrella was a great help in keeping on the walk."

Mayor Sootheran—"Let us get to business. I will read the Company's draft agreement clause by clause along with the Town Solicitor's remarks, and will take note of the objections, if any, as I proceed. Then we can discuss the suggestions."

THE COMPANY'S OFFER.

This Agreement, made this 15th day of August, 1903, between The Light, Heat and Power Company of Lindsay, Limited, hereinafter called the Company, of the first part, and the Corporation of the Town of Lindsay, hereinafter called the Town, of the second part, Witnesseth that the said parties hereto mutually covenant, promise and agree to and with each other and their respective successors and assigns, as follows:

1.—In consideration of the covenants and agreements hereinafter contained, the Company covenant and agree with the Town that they will supply the Town with many electric arc lights (not less, however, than sixty) as the Town shall from time to time require for the purpose of lighting the streets, squares and public places of the town, each and every night for and during the term of seven years, commencing on the 1st day of October, 1903, provided that at the end of the term the Town shall have the right to have the term extended for a further period of seven years, on the same terms and conditions as under this contract, such light to be furnished subject and pursuant to the terms hereinafter set forth.

2.—The said lights shall be furnished free from any expense to the Town save the contract price hereinafter mentioned, the Company generating the electricity and supplying all lamps, poles, conductors, attachments, plant and apparatus of every nature and kind whatsoever required in connection with said lights.

3.—The electric arc lights to be furnished under the contract shall be enclosed, alternating, long-burning arc lamps of the most approved pattern and make at the time of purchase thereof by the Company, and each lamp of capacity of six point six amperes. The said lamps shall be lighted one half hour after sunset each day, and shall be kept burning until one half hour before sunrise on following day.

4.—The said arc lamps shall be placed at such places and at such heights as may be designated by the Town, and shall be set in the middle of the street if so required. All new poles used for the fulfillment of this contract shall be to the satisfaction of the Town and all wires shall be properly insulated and covered, and shall be placed at such a height from the ground where passing along the side of the street, and at such height from the ground where the same crosses the street, as may be required from time to time by the Town, and all poles, wires, lamps and appliances shall be put, placed and kept in the best and most modern approved form.

5.—All additional poles which the Company may require to put up to carry out this contract are to be located under the direction of the town and the location thereof shall be changed from time to time by the Company at the cost of the Town, on one week's notice in case the Town decide the same is in an improper or inconvenient place, or unnecessarily obstructs any road or highway or any person or corporation in the free enjoyment of their property, as to which the Town shall be the sole judge.

6.—The Town shall have the right from time to time to require the Company to change any lamp from one place to another by giving the Company one week's notice of the change desired, in which case the Town shall pay the Company the actual cost of the said removal, and the Town, on one week's notice in case the Town may wish to discontinue any lamp after the same has been in operation for over one year, but no such discontinuance of lamps shall take place unless there are not less than six lamps in use, and then not so as to reduce the number below sixty, provided that the Company shall only be required to locate their lamps upon their main line of wires, or within seven hundred and fifty feet therefrom.

7.—The Town, in consideration of and upon the due performance by the Company of all the covenants and agreements herein contained, on their part, covenant and agree with the Company that they will pay to the Company the sum of Fifty Dollars per annum for each arc lamp so kept burning; provided always that

plant, and provision should be made that upon the termination of the contract they should take their poles and plant off the street and that we should not be compelled to purchase the same, and also to the fact that the Company have no right or franchise at present to put up poles or wires on the street, and that no such right should be given them indirectly.

8.—The accounts for lighting shall be furnished monthly on the fifth day of each month, and shall be paid fifteen days after the same are rendered. Should the Company fail regularly to supply the said lights according to the terms of this Agreement, or should the lights furnished fail to meet the requirements of the agreement, or should the Company fail to carry out or abide by any of the covenants, conditions, provisions and conditions herein contained, the Town shall have the right to rescind and absolutely determine this Agreement, after having first given the Company notice in writing to remedy the defect or carry out their agreement, and in case of failure to do so as quickly as the defect or reasonably be remedied or agreement complied with.

9.—The Company covenant and agree with the Town to indemnify and keep and save harmless and indemnify the Town and from all suits, losses, costs, damages, charges, expenses, claims, or demands arising or incurred by reason of any breach by the Company or any of its officers, servants or agents of any of the terms, conditions or covenants of this contract, or for, by reason or on account of the putting, placing, erecting or maintaining of poles, wires, plant, or appliances to carry out this contract, or by reason of the non-compliance with any of the terms, conditions or covenants of this contract, or for, by reason or on account of the Company constructing, maintaining, altering, operating, or failing properly to construct, maintain or operate the said electricity light system, or by reason of any negligence of the Company or any of their employees.

10.—It is expressly agreed and understood that no person or persons, company or corporation, shall obtain or be entitled to any benefits under this agreement who does not assume the obligations of the Company, and that this Agreement shall not be assigned or transferred by the Company without the consent in writing of the Town.

11.—This Agreement shall extend to, and be binding upon the respective successors and assigns of the parties hereto. In Witness whereof the said parties have hereunto affixed their Corporate Seals and their proper officers have signed this same.

TOWN SOLICITOR'S CRITICISM. The Mayor and Council, Town of Lindsay. Gentlemen, I have gone over the draft contract in this matter. It follows to a certain extent the draft contract settled by me with the Company's solicitor on former negotiations, and I would suggest the clauses, as then agreed upon, be no waropped. I would like to call your attention to the following matters:

Clause 1.—As to time, I would suggest that the end of term of contract continue from year to year, subject to either party terminating by six months' notice. This was agreed to before.

Clause 2.—Council should satisfy themselves as to exactly what six points six amperes means. The former draft provided for 1500 nominal candle power, consuming not less than 388 watts of electric energy, and some provision should be made for a government test, the same as in Gas contract. Also make sure that one half hour after sunset and half hour before sunrise are sufficient, former contract read "to be lighted at dusk." While it is reasonable that the Company should be asked to provide lamps of the most approved pattern at time of purchase, still some provision should be made for replacing a certain number of year if out of date.

Clause 3.—Satisfactory. Query as to requiring poles to be painted. Clause 4.—No former contract has required Town to pay cost of changing poles, telegraph, telephones and other Companies have always been required to make changes at their own cost.

Clause 5.—It is quite fair that the Town should pay costs of removal in this case, but the former draft limited cost to actual cost of removal and provided that nothing was to be allowed for poles, wires and appliances required. The former draft also provided for 1,000 feet instead of 750 feet, and some provision ought to be made so that you can have the lamp further away by paying some percentage on cost of extra poles and wire required.

Clause 6.—Some penalty should be provided in case lamps are out. I would suggest the same clause as in Gas contract, viz: "That they should forfeit double amount of average cost and that fraction of an hour of 15 minutes and over should count as an hour, and the report of any constable or person appointed by the Town that the lamps were out should be binding on them. The Company should also be required to have and keep, if possible, an indicator open to inspection showing whether lights are burning or not."

Clause 7.—The Company should be required to furnish accounts in detail and show what lights, if any, have been out, and the deduction made therefor, and the account should be verified by statutory declaration showing that account is correct and that lights have been kept burning. Clauses 9, 10, 11 and 12.—Satisfactory, same as original draft.

I desire to call the attention of the Council to the fact that, as the Company obtain their power from Fenelon Falls, outside the Town, they have no right to purchase the Company's plant, and provision should be made that upon the termination of the contract they should take their poles and plant off the street and that we should not be compelled to purchase the same, and also to the fact that the Company have no right or franchise at present to put up poles or wires on the street, and that no such right should be given them indirectly.

Clause 2.—Passed as satisfactory. Clause 3.—Amended to read "Sunset and sunrise." Ald. O'Reilly—"We should know what the term 6 point 6 amperes means in candle power." Ald. Cinnamon—"Seven years is a long time to suppose a much better lamp is placed on the market? Make it read that each lamp is to give 1500 c.p., and be subject to inspection when ordered by Council." Agreed to.

Clause 4.—All lamps to be placed where designated by Council, and all poles to be painted. Clause 5.—Left as first amended. Clause 6.—Amended to read that location of any lamp may be changed on one week's notice, town to pay actual cost of labor, the distance being changed from 750 feet to 1100 at the distance of Ald. O'Reilly, who said there were blocks in the east and south wards of that length. Clause 7.—Amended to read "for lamps out over one-half hour, a deduction equal to double the contract price." Ald. O'Reilly pressed for an indicator in order to ascertain the amount of current being supplied to the lamps. —Adopted.

Clause 8.—Amended to read that accounts be paid the day following the next monthly meeting of Council. At Ald. O'Reilly's suggestion it was decided that the poles be numbered in consecutive order for the convenience of citizens when making complaints as to lamps not burning. Clauses Nos. 9, 10, 11 and 12, were considered satisfactory. The following additional objections were also noted: As to franchise; town's right to order poles removed; town buildings to be lighted at 8c. per 1000 watts; arbitration clause.

Mayor Sootheran—"Now, gentlemen, let us refer to the Company's draft and our amendments to our solicitor, who will consider the new suggestions and make a new copy for presentation to the Company." Ald. McWatters—"I think so too." Ald. McCrea—"What's the use—it will be money thrown away." Mayor Sootheran—"Gentlemen, here is a \$20,000 or \$25,000 bargain and it should be looked into very closely. There is a good thing there should be a clause dealing with domestic lighting and forbidding any increase in rates or any charge for meter rates during the life of the contract."

Moved by Mayor Sootheran, seconded by Ald. Storer, that the company's draft agreement and the committee's amendments and additions be sent to the Town Solicitor.—Carried. Committee then adjourned.

he did not think the suggestion a workable one. Ald. O'Reilly—"Mr. Reesor failed to see why the lighting of the municipal buildings at that figure should be made a condition of the street lighting contract." Mayor Sootheran—"It was included in a former proposition of yours, and I think it a fair stipulation." —Allowed.

Clause 9.—Mr. Reesor declared his strong objection to being obliged to make a declaration every month as to the correctness of the account sent to the town, claiming that in order to comply it would be necessary to watch every lamp all night. Clause 10. Was passed as satisfactory.

Clause 11.—Mr. Reesor objected to Solicitor Hopkins' amendment respecting a denial of any existing right to a street franchise, and also to the paragraph binding the company to remove all poles used for the street lighting system within ten days after the expiry of the contract if not renewed. Mr. Reesor claimed that in case of a dispute as to price for a renewal term the paragraph mentioned would be used as a threat to force the company to grant what the town asked. He also objected in the strongest terms to the paragraph in Solicitor Hopkins' criticism which aimed at abolishing the Town from any liability to purchase the existing street lighting plant in case the Town decided at the end of the lighting term to put in a municipal plant.

Clause 15.—Strong objection was taken by Mr. Reesor to any attempt being made to fix the prices for domestic lighting as at present. Mr. Reesor held that if Council could not fix their assessment some years that it was wrong to expect the company to fix their rates. "You might as well ask Ald. McWatters to fix the price of bread some years ahead."

Clause 16.—Passed as satisfactory. OBJECTIONS REVIEWED. Clause 1.—Mr. Reesor's arguments in connection with the words "and meter" were discussed at some length, and a majority of the members held that they supplied a necessary safeguard. Mr. Reesor—"I'll make it a year contract, the Town then to renew after another seven years or close the contract."

Mayor Sootheran—"I don't think you should press that; the amendment is a reasonable one." Ald. McCrea—"I think so, too." Clause 2.—Satisfactory. Clause 3.—In reference to the candle power, Mr. Reesor urged that Council should be content with the usual electrical term—6 point 6 amperes. "Nobody speaks of candle power now when referring to arc lamps."

Mayor Sootheran—"Oh yes, they speak of 2000 candle power in Peterboro, and get light cheaper than we do." Mr. Reesor—"That's all right; we're not competing against Peterboro." Mayor Sootheran—"Will it make any difference in price if we stipulate for 71-2 amperes?" Mr. Reesor—"Certainly." We propose to install lamps of 6.6 amperes capacity and give you as good a light as Peterboro has."

Mayor Sootheran—"The trouble is we don't know what 6.6 stands for in electrical energy." Mr. Reesor—"It means 1500 c.p., nominal." Council conceded the point, and also agreed to the lights being turned on a half hour after sunset. Mayor to have right to order them on at sunset any dark afternoon.

Clause 4.—The painting of all poles on the system was left as open question. Mayor Sootheran stating that Council intended to compel all companies to do so if lawful. Clause 5.—Location of poles to be changed at cost of town, the charge to be for labor only. Clause 6.—Distance left at 1000 feet.

Clause 7.—Mr. Reesor again urged that the words "from any cause whatsoever" were unreasonable and unfair—an accident might happen at the plant, the line might be damaged by lightning, or a vicious person might break a lamp. Ald. O'Reilly—"Except by the act of God or a small boy." (Laughter.)

A satisfactory change was made. With reference to the indicator asked for, Mr. Reesor thought one unnecessary, for the reason that the Council or any person named could inspect the one in the company's power station whenever desired. He could put one in, but the cost would be considerable and the benefits nil.

Ald. O'Reilly—"If an indicator would show the power of each lamp at any time I would be willing to pay for two indicators if needed, at \$50 each. It would be money well spent." Mr. Reesor—"The current supplied to any one lamp would be the same if half a dozen were out in various parts of the town."

Clause amended to give Town the right to have indicators installed without cost to the company if deemed desirable. Clause 8.—Mr. Reesor assented to a charge of 8c. per 1000 watts for lighting town buildings. Clause 9.—Relative to the statutory declaration Mr. Reesor remarked, "Better leave that out—I think you should have confidence in the company's honesty." Ald. McCrea—"We had that rule up west."

Mayor Sootheran—"You need only affirm that the account is carried to the best of your knowledge and belief." Ald. O'Reilly—"You have to make a declaration in connection with your County accounts, and why do not do the same for us?" Mayor Sootheran—"Yes, and the Government insists upon it in every case."

After some further discussion Council related and waived the point. Clauses 10 and 11 were passed as satisfactory. Clause 12.—Mr. Reesor again urged that the wording gave the Council power to order the removal of poles used for commercial lighting as well (Concluded on page 11.)

MANAGER B. F. REESOR HEARD.

He Stated the Company's View of the Amendments Made by Council and Town Solicitor Hopkins.

Another meeting of the Police and Lighting committee was held Friday evening in the Clerk's office in order that the amended draft of the street lighting contract might be discussed with Mr. B. F. Reesor, Manager of the Light, Heat & Power Co. Ald. Robinson was the only absentee, he having failed to receive notice of the meeting, which was called hurriedly and in an informal manner.

Below we present a synopsis of the discussion that followed the reading of each amended clause: Clause 1.—Mr. Reesor objected to Solicitor Hopkins' amendment that after the expiry of the first contract term of seven years the contract shall be from year to year, to terminate on six months by either party. In support of his objection he claimed that the insertion of the paragraph would effectually prevent the making of another contract for a period of years. That was the trouble under the old system of lighting. Mr. Reesor closed by saying, or else it for seven years and quit, the contract be open to renewal for another term of seven years.

Mayor Sootheran—"Really, I don't think you should object to that, Mr. Reesor, as the amendment protects both parties." Ald. Storer—"Yes, if you don't wish to continue at the old price, you can end the arrangement by giving six months' notice."

Ald. O'Reilly, in defence of the amendment repeated his argument as to the possibility of the company trying to elect a Council favorable to their interests in order to secure a renewal for a second term of seven years. Mr. Reesor—"Let the point stand. I haven't consulted the members of the Company, but I don't think they will agree."

Clause 2.—Passed without comment. Clause 3.—Mr. Reesor—"You should add the words, 'nominal candle power' after the 1500. As to lighting, one half hour after sunset should be early enough—it isn't dark then." Left unsettled.

Clause 4.—Mr. Reesor objected to the amendment of the Company to paint all poles and thought it wise in the outskirts should be excepted, more especially for the reason that other companies were not being asked to take similar action. Clause 5.—Mr. Reesor insisted that all transfers of poles used on the system should be made at the cost of the town. "We place them where you wish, and it shouldn't be our loss if you change your mind later on" was the way Mr. Reesor put it and the justice of his claim was allowed.

Clause 6.—Mr. Reesor objected to the limit for new lamps being raised from 750 to 1100 feet, pointing out that this meant 2200 feet of wire for such lamps. After some discussion the distance was reduced to 1000 feet.

Clause 7.—Mr. Reesor took exception to the insertion of the words "from any cause whatsoever" in the paragraph dealing with lights out, and also to the amended penalty, claiming that failure for even one minute would render them liable to be charged for two hours. With reference to the indicator asked for,