THE
FLESHERTON ADVANCE

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W. H. THURSTON, - Editor

THE KING IS DEAD; LONG LIVE THE KING.

The Meighen Government having been defeated in the recent elections, one of the last acts of the retiring Governor-General was to receive their resignation, and to call on Right Honorable Mackenzie King, after a three months' recess, to resume the Premiership. Mr. King had his cabinet ready, the Conservative leader having previously given notice that he intended to resign as Premier as well as to retire into private life. Parliament will therefore be able to meet in the next few weeks and to complete the work left over when the flurry took place that led Mr. King to resign the Premiership and to Lord Byng entrusting Mr. Meighen to conduct the general election which has sreulted so disastrously to him and his followers.

There have been many excuses for the shortcomings of Parliament in the last few years, resulting from the carrying on of business with precarious majorities obtained through bargains entered into by one or other of the parties represented in the House of Commons. It will not be open for Mr. King in the new Parliament to excuse failure in management of public affairs on this score, for he has returned him ample majority to do right if he and his followers have the mind to.

Now let him begin, and not weary in well doing.

WE LIKE TO GET THE NEWS

The main aim of the weekly newspaper is to give news of its own district. It may have other aims, such as to give the merchants a chance to tell of their goods in its columns; to try to influence public opinion through its editorials; or to amuse or instruct but first first of all it mut give the news.

Some of this news is not easily obtained and no editor can cover it all without assistance. Therefore we ask our readers' assistance. Especially is this true when you have visitors. Many of the ladies think the personals the most interesting reading in the whole paper. Your visitors usually are glad to see their names printed. So send them in. Sometimes people come in and give the impression that they are asking a favor when they want us to insert the names of their friends who have been spending a few days with them. No subscriber who has any item of real news need feel that way about it.

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Expert medical men from all over the world have during the past week been considering the cancer malady. The outcome of the discussion has been the sounding of a hopeful note, not only as to the ultimate solution of the problem, but as to the number of cases that can be prevented and cured if those who suspect that cancerous conditions are present in their system take prompt action to have expert advice and action. Sir John Bland Sutton, Vice-President of the British Cancer Campaign, and President of the Royal College of Surgeons asserted that "before all things surgeons long for some discovery which will enable them to cure cancer by some cunning drug introduced into the circulation and thus abolish a long series of distressing operations. Denial was given to the authenticity of the alleged discovery of medical experts that cancer was caused by a microbe, but the general opinion expressed was that a number of factors including susceptibility, lead to the condition; what the experts are after is knowledge that when applied will either prevent or promptly combat the malady. Let us hope they will succeed.

By-law No. 8 of 1926

A BY-LAW to provide for drainage work in the Township of Artemesia in the County of Grey and for the borrowing on the credit of the Municipality the sum of $882.50, the proportion to be contributed by the Municipality for the completion of same.

A BY-LAW to provide for drainage work in the Township of Artemesia in the County of Grey and for the borrowing, on the credit of the Municipality, the sum of $882.50 the proportion to be contributed by the Municipality for the completion of the same.

PROVISIONALLY adopted this.....day of .....1926.

WHEREAS the Council of the Township of Proton has taken proceedings to construct a drain in the said Township under the provisions of the Municipal Drainage Act, which said drain is to be extended or continued into the Township of Artemesia.

AND WHEREAS the Municipal Council of the Township of Proton has served the Reeve of the Township of Artemesia with a copy of the report, plans, specifications, assessments and estimates of U. W. Christie, O.L.S., the engineer of the proposed work, as required by the Municipal Drainage Act, and the said report of the said Engineer in respect thereof and of the said drainage work so far as the same relates to the Township of Artemesia is as follows.

To the Reeve and Council of the Township of Proton:

Gentlemen,—In accordance with your instructions I have made an examination of Drain No. 26 with a view to making improvements under Section Seventy-five (75) and maintaining under Section Number Eighty (80) and Eighty-two (82) of the Ontario Municipal Drainage Act.

Where the drain crosses public highways or railway rights-of-way, bridges & culverts shall be built, altered and maintained by the Corporation or compan having jurisdiction over such hig The Railway Company shall also bear allowance has been made to owners of private properties requiring bridges, culverts or fords, which, in every case, are to be built and maintained by the parties requiring the same and not at the expense of the drainage work. Each structure shall be built and maintained in such a way as to allow an opening for water flow at least as large as the capacity of the drain, including also those portions of stream beyond the excavated cross section. Fords shall be excavated from the grade of drain through the bank with a vertical rise of not more than one to three horizontal. The cash payment is to be made to each owner for the full amount of his or her allowance, as shown herein or in amendments hereto within one month after the construction of the drain on his or her property. Water gates shall be built and maintained by owners or tenants fencing across the drain, and in no case shall an owner or tenant place or cause to be placed in the drain any obstruction to the free flow of the water. Adjacent land owners shall be held responsible for all violations of Section Number Eighty-two (82) of the Municipal Drainage Act. The drain shall in all other respects be maintained by the Corporation of the Township of Proton at the expense of the parties and corporations assessed for the present undertaking in the ratio of their respective assessments in this report or amendments hereto.

The channel of the stream beneath the bridge on the Canadian Pacific Railway right-of-way just north of Proton Station shall be lowered by the Railway Company at its own expense. The Railway Comnan shall also bear cost of application to the Railway Board.

All timber within the limits of the drainage work claimed by the owner of the property shall be removed by the owner at his own expense within 2 weeks after being notified in writing by the contractor, thereafter all timber shall be the property of the contractor.

Submitted herewith are plans, profiles, specifications for excavating, estimate of cost, assessment schedule, etc., which are to be read as forming part of this report. New bridges on highways are not covered by this report, but plans, specifications, etc., may be obtained when required.

All of which is respectfully submitted.

Dated at Orangeville the 11th day of March, 1926.

(Sgd) U. W. CHRISTIE,
Township Engineer.

ESTIMATE OF COST IN THE TOWNSHIP OF ARTEMESIA

Excavating, 10,131 cubic yards at 23 cents	$2330.13
Clearing brush and timber	10.00
R. Atchison, owner w. pt. lot 190, Con. 3, S.W., allowed for cut-off	2.00
R. Atchison, owner, w. pt. lot 190, Con. 3, S.W., allwed land damage	1 00
S. Batchelor, owner E.pt. lot 190, Con. 3, S.W., culvert	20.00
S. Batchelor, owner E.pt. lot 190, Con. 3, S.W., land damage	1.00
C. Lyons, owner N.W. pt. lot 190, Con. 2, S.W., culvert	20.00
C. Lyons, owner N.W. pt. lot 190, Con 2, S.W., land damage	1.00
S. Batchelor, owner, E.pt. W.pt. 190, Con. 1, S.W., culvert	20.00
S. Batchelor, owner, E.pt. W.pt. 190, Con. 1, S.W., land damage	1.00
C. Lyons, owner, lot 188, Con. 2, S.W., ford	20.00
C. Lyons, owner, lot 188, Con. 2, S.W., land damage	1.00
Mr. Nelson, owner lot 187 and 186, Con. 2, S.W., fords	40.00
Mr. Nelson, owner lot 187 and 186, Con. 2, S.W., land damage	2.00
Mr. Carson, owner, lot 185 and 184, Con. 2, S.W., fords	40.00
Mr. Carson, owner, lot 185 and 184, Con. 2, S.W., land damage	2.00
Mr. Lyons, owner, lot 183, Con. 2, S.W., ford	5.00
Mr. Lyons, owner, lot 183, Con. 2 S.W., land damage	1.00
Clerk's fees, Court of Revision, etc.	75.00
Cost of lowering channel of stream under C.P.R. bridge north of Proton Station to be borne by the Canadian Pacific Railway Company, estimated at	25.00
	$2,617.13

GENERAL COSTS

Engineer's local help, per pay list	$ 35.00
U. W. Christie, engineer, 5½ days' field work	66.00
L. Loch, engineer's assistant, 7½ days' field work	45.00
Board and lodging	14.50
Railroad fares	6.30
Conveyance by car	18.75
Preparing plans, profiles, specifications, assessment schedule, contract, bond, etc., and expenses incidental	171.00
Application to Dominion or Ontario Railway Board, expense to be borne by the Canadian Pacific Railway Company, estimated at	50.00
Legal expense	50.00
	$ 456.55

Con.	Lot	Acres	Value of Benefit Liability	Value of Outlet Liability
3 S.W.	186	19	$	$10 00
	187	50		50 00
	188	50		75 00
	E.pt. 189	5	10 00	10 00
	W.pt. 189	45	40 00	40 00
	E.pt. 190	10	25 00	
	W.pt. 190	30	100 00	
2 S.W.	183	50	10 00	
	184	50	10 00	
	185	74	15 00	
	186	72	30 00	
	187	72	35 00	
	188	72	35 00	
	W.pt.E.pt. 189	14	30 00	
	W.pt. 189	22	20 00	
	E.pt. 189	38	30 00	
	pt. 190	14	30 00	
	pt. 190	18	30 00	
	pt. 190	35	40 00	
1 S.W.	184	30		
	185	50		
	186	50		5 00
	187	50		5 00
	188	50		5 00
	189	50		5 00
	190	50		10 00
1 E.	185	4		
	186	6		
	187	39		
1 E.	188	49		5 00
	189	49		5 00
	190	49		5 00
3 S.D R.	Gore lot.			5 00
1 E.	191	50		13 00
	192	45		5 00
	193	32		5 00
	194	6		5 00
	195	0		
	196	2		
	197	13		
	198	46		5 00
	199	46		5 00
	200	37		5 00
	201	36		5 00
	202	40		5 00
	203	40		5 00
	204	45		5 00
	205	45		5 00
	206	45		5 00
	207	45		5 00
	208	45		5 00
	209	45		5 00
	210	45		5 00
North of Front St.				
2 S.W.	1	50	5 00	
	2	40	4 00	
	3	25	2 50	
	4	25	2 50	
5 and W. pt.	6	37	4 00	
7 and E.pt.	6	38	4 00	
	8	25	2 50	
9 and W. pt.	10	28	2 50	
E. pt.	10	22	2 50	
	11	25	2 50	
	12	25	2 50	
	13	25	2 50	
	14	25	2 50	
	15	25	2 50	
	16	25	2 50	
*17, 18 and	19	100	10 00	
Total for Benefit Liability			$544 50	
Total for Outlet Liability			338 00	$338 00
Roads, Lands of Municip'ty			100 00	
Total Assess. for Artemesia			$982 50	

LOCATION:

1. The drain referred to in these specifications extends from a point ten feet westerly from the westerly boundary of the road allowance west of Range Four (4) S.W.T.S. road, opposite lot 201 in the Township of Proton in a northerly direction as shown marked red on the accompanying plan, to an outlet near the boundary line between Lots Numbers One Hundred and Eighty-two and One Hundred and eighty-three (182 & 183) in Range (2) S.W.T.S.R., in the Township of Artemesia.

WORKS:

2. The work to be done comprise excavating, the removal of timber and brushwood in accordance with these specifications and the accompanying plan and profile, and also the maintenance of said work during their construction and until finally passed and accepted as complete by the Engineer in charge.

LINES:

3. Stakes have been planted at intervals of 100 feet along the bank of the old drains and on the centre line of the new part of the drains.

The surface of the ground at each stake indicates the elevation from which the depth is to be measured. Excavation shall be carried out in straight lines along the courses of the drain and in gentle curves at the turns.

CLEARING:

4. All trees, logs and brush shall be close chopped and grubbed, to a width of fifteen (15) feet on each side of the finished edges of the drain and shall be removed or placed in piles along the outer edges of such clearing. No logs, stumps, brush or gads will be allowed on the banks of the drains.

EXCAVATING:

5. The drain shall be excavated to the full depth and widths shown and set forth on the profiles and the side slopes must be one to one throughout, except where a drain is excavated to larger dimensions as is referred to hereafter. In all cases the bottom of the drain must be true to grade shown on the profile and the sides carefully sloped (to the proper angle) trimmed and true to line. All excavated material must be deposited at least four feet clear of the edge of the drain or bank of stream. The spoil banks shall have a slope of not less than one to one on the side next to the drain and breaks with a bottom width of two feet must be left in said banks at hollows, water runs and drains, to allow the surface water free access to the drain. The cross section of the drain may be changed by the consent of the engineer to meet the construction possibilities of certain types of machine, provided such change is an increase in every dimension of the drain section.

LIABILITY OF CONTRACTOR:

6. The contractor must assume all risks from storms and the caving in of the ditch and must have it free from deposits of sand, mud, etc., before it will be accepted and paid for in full. If he finds it necessary during the progress of the work to remove fences or bridges he shall carefully replace the same in their original condition and protect the lands, crops and property contiguous to the drain, from any damage which might arise through the prosecution of the work, and at all times care must be taken not to unnecessarily injure or destroy timber, crops or other property.

The contractor shall use all proper precaution for the prevention of accidents, and he will indemnify the Corporation of the Township of Proton from all suits and actions and all costs and damages occasioned by the negligence or carelessness of the contractor or his agents or employes.

INTERPRETATION OF SPECIFICATIONS:

7. The work shall be executed under the direction and to the satisfaction of the engineer or commissioner in charge and the decision of the engineer, whether as to quality or quantity of work done, or in the case of ambiguity of expression of the interpretation or doubt as to the correct interpretation thereof, shall be final and binding on all parties concerned.

CHANGE IN PLANS AND SPECIFICATIONS:

8. Should any change or alteration in the plan, profile or specifications, at any time, be deemed necessary by the engineer he shall have authority to make such changes or alterations and unless otherwise herein provided for an amount proportionate to the price contained in the tender upon which the contract was awarded shall be added to or deducted from the original amount of the contract.

PAYMENTS TO THE CONTRACTOR:

9. The contractor is entitled to receive monthly 70% of the value of any portion of the work completed under these specifications, if he so desires and requests, and it shall be understood and agreed by the parties hereto that the measurements taken during the progress of the work and the estimates of the engineer shall be final and conclusive evidence of the maount of work performed by the contractor. The Corporation will pay the cost of one progress inspection per half mile of drain and the final inspection, but all other inspections will be charged to the contractor and will be retained out of any moneys due or to become due to the contractor. At the expiration of thirty days (30) after the acceptance of the work, the whole moneys accruing to the contractor under these specifications shall be paid.

PAYMENTS TO WORKMEN:

10. The contractor shall punctually pay the workmen who shall be employed on the work comprised in these particulars and final payment for the work will not be made to the contractor until all wages have been paid.

BOND:

11. Before the contract is signed or the work commenced the contractor shall furnish a bond for the due performance of the work within a limited time in favour of and approved by the Corporation of the Township of Proton for the sum of Five Hundred Dollars ($500.00) signed by two responsible sureties or a guarantee company.

LIQUIDATED DAMAGES:

12. The work shall be commenced not later than the day of and completed not later than the day of , otherwise the Corporation may deduct from the contract the sum ascertained and liquidated damages and not as a penalty, the sum of Five Dollars ($5.00) per day for every day the work remains uncompleted after the date agreed upon as above for the performance of the same.

AND WHEREAS the said Council are of the opinion that the drainage of the area above described is desirable:-

THEREFORE THE SAID MUNICIPAL COUNCIL OF THE TOWNSHIP OF ARTEMSIA, PURSUANT TO THE PROVISIONS OF THE "MUNICIPAL DRAINAGE ACT", ENACTS AS FOLLOWS :-

1. THE said report, plans, specifications, assessments and estimates are hereby adopted, and the drainage work as therein indicated and set forth shall be made and constructed in accordance herewith.

2. THE REEVE of the said Township of Artemesia may borrow on the credit of the Corporation of the said Township of Artemesia the sum of EIGHT HUNDRED AND EIGHTY-TWO DOLLARS AND FIFTY CENTS ($882.50) being said Municipality's share of the funds necessary for the said work and may issue debentures with interest at the rate of five per cent. per annum, guaranteed by the Municipal Corporation of the Township of Artemesia, that is to say:-

In ten equal annual instalments (interest and principal included in each instalment) payable respectively in one, two, three, four, five, six, seven, eight, nine and ten years from the date of the same, said debentures to be payable at the Standard Bank of Canada, Flesherton.

3. FOR paying the sum of FIVE HUNDRED AND FORTY-FOUR DOLARS AND FIFTY CENTS ($544.00), the amount charged against the said lands and road for benefit, and the sum of THREE HUNDRED AND THIRTY-EIGHT DOLLARS ($338.00), the amount charged against the said lands for outlet liability, apart from lands and roads belonging to or controlled by the Municipality, and for covering interest thereon for ten years at the rate of Five per cent. per annum, the following total and special rates, over and above all other rates shall be assessed, levied and collected (in the same manner and at the same time as other taxes are levied and collected) upon and from the undermentioned lands and roads and lots, and parts of lots and the amount of the said total special rates and interest against each lot or part of lot respectively shall be divided into ten equal parts, and one such part shall be assessed levied and collected as aforesaid in each year for ten years, after the final passing of this by-law, during which the said debentures have to run.

Con.	Lot	Acres	Value of Benefit Liability	Value of Outlet Liability	Cover int. at 5 % per ann. for 10 years	Total Special Rate	An. Asst. each yr. for 10 years
3 S.W.	186	19		$10 00	$ 2 95	$12 95	1.295
	187	50		50 00	14 75	64 75	6.475
	188	50		75 00	22 12	97 12	9.712
	E.pt. 189	5	10 00	10 00	5 90	25 90	2.59
	W.pt. 189	45	40 00	40 00	23 60	103 60	10.36
	E.pt. 190	10	25 00		7 38	32 38	3.238
	W.pt. 190	30	100 00		29 50	129 50	12.95
2 S.W.	183	50	10 00		2 95	12 95	1.295
	184	50	10 00		2 95	12 95	1.295
	185	74	15 00		4 43	19 43	1.943
	186	72	30 00		8 85	38 85	3.885
	187	72	35 00		10 32	45 32	4.532
	188	72	35 00		10 32	45 32	4.532
W.pt of E.pt.	189	14	30 00		8 85	38 85	3.885
	W.pt. 189	22	20 00		5 90	25 90	2.590
	E.pt. 189	38	30 00		8 85	38 85	3.885
	pt. 190	14	30 00		8 85	38 85	3.885
	pt. 190	18	30 00		8 85	38 85	3.885
	pt. 190	35	40 00		11 80	41 80	4.18
1 S.W.	184	30					
	185	50		5 00	1 48	6 48	.648
	186	50		5 00	1 48	6 48	.648
	187	50		5 00	1 48	6 48	.648
	188	50		5 00	1 48	6 48	.648
	189	50		10 00	2 95	12 95	1.295
	190	50		15 00	4 43	19 43	1.943
1 E.	185	4					
	186	6					
	187	39					
	188	49		5 00	1 48	6 48	.648
	189	49		5 00	1 48	6 48	.648
	190	49		5 00	1 48	6 48	.648
3 S.D.R.	Gore lot			13 00	3 84	16 84	1.684
1 E.	191	50		5 00	1 48	6 48	.648
	192	45		5 00	1 48	6 48	.648
	193	32		5 00	1 48	6 48	.648
1 E.	194	6					
	195	0					
	196	2					
	197	13					
	198	46		5 00	1 48	6 48	.648
	199	46		5 00	1 48	6 48	.648
	200	37		5 00	1 48	6 48	.648
	201	36		5 00	1 48	6 48	.648
	202	40		5 00	1 48	6 48	.648
	203	40		5 00	1 48	6 48	.648
	204	45		5 00	1 48	6 48	.648
	205	45		5 00	1 48	6 48	.648
	206	45		5 00	1 48	6 48	.648
	207	45		5 00	1 48	6 48	.648
	208	45		5 00	1 48	6 48	.648
	209	45		5 00	1 48	6 48	.648
	210	45		5 00	1 48	6 48	.648
Proton Station Sub. pt. Lot 190, Con. 2 S.W., Artemesia							
	1	50	5 00		1 48	6 48	.648
	2	40	4 00		1 18	5 18	.518
	3	25	2 50		74	3 24	.324
	4	25	2 50		74	3 24	.324
5 &	W.pt. 6	37	4 00		1 18	5 18	.518
7 &	E.pt. 6	38	4 00		1 18	5 18	.518
	8	25	2 50		74	3 24	.324
9 &	W.pt. 10	28	2 50		74	3 24	.324
	E.pt. 10	22	2 50		74	3 24	.324
	11	25	2 50		74	3 24	.324
	12	25	2 50		74	3 24	.324
	13	25	2 50		74	3 24	.324
	14	25	2 50		74	3 24	.324
	15	25	2 50		74	3 24	.324
	16	25	2 50		74	3 24	.324
17, 18,	19	100	10 00		2 95	12 95	1.295
			$544 50	$338 00			

4. FOR paying the sum of ONE HUNDRED DOLLARS $100.00) the amount assessed against the said roads and lands of the said Municipality, and for covering interest thereon for ten years at the rate of Five per cent. per annum, a special rate on the dollar, sufficient to produce the required yearly amount therefore shall, over and above all other rates, be levied and collected (in the same manner and at the rate as all other taxes are levied and collected) upon and from the whole rateable property of the said Township of Artemesia in each year for ten years, after the final passing of this by-law, during which the said debentures have to run.

5. THIS by-law shall be published once in every week for four consecutive weeks in the "Flesherton Advance" newspaper, published in the Village of Flesherton, and shall come into force and effect upon and after the final passing thereof, and may be cited as the By-law

NOTICE IS HEREBY GIVEN that a Court of Revision will be held at the Township Hall in the Village of Flesherton, in the County of Grey, on the Twelfth day of October, 1926, at the hour of Two o'clock in the afternoon for the hearing of appeals, if any, made against the above assessments or any part thereof and for the adjustment of the said assessments in the manner provided by the Municipal Drainage Act, a notice of such appeal to be served upon the Clerk of the Municipality at least ten days prior to the first sitting of the said Court,

AND FURTHER NOTICE is hereby given that any one intending to apply to have the foregoing by-law or any part thereof quashed must, not later than ten days after the final passing thereof serve a notice in writing upon the Reeve and Clerk of the Municipality of his intention to make application for that purpose to the Referee during the six weeks next after the final passing of the by-law.