

# By-Law No. 150 Township of Whitney

### Being a By-law to Authorize the Execution of an Agreement between the Northern Ontario Power Company, Limited and the Township of Whitney.

WHEREAS the Council of the Corporation of the Township of Whitney, deem it to be in the interests of the Corporation and of the residents thereof and to be advisable to enter into an Agreement for the supply of Electricity for light, heat and power, within the limits of the said Corporation.

NOW therefore, the Municipal Corporation of the Township of Whitney, enacts as follows:—

1. THAT the proper Officers of this Municipality shall on the assent thereto of the Municipal Electors of this Municipality, first had and obtained, confirm and enter into an Agreement on behalf of the Municipality with the Northern Ontario Power Company, Limited for the supply of Electricity for light, heat and power, within the limits of the said Corporation, which agreement shall be in the words and figures, and shall contain the terms and conditions and shall be for a period as follows:—

#### Memorandum of Agreement

Made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. BETWEEN:

Northern Ontario Power Company, Limited, hereinafter called the "Party of the First Part,"

Of the First Part and The Corporation of the Township of Whitney, hereinafter called the "Party of the Second Part."

1. WITNESSETH that the Party of the First Part in consideration of the covenants herein contained is hereby authorized and permitted to construct, erect and maintain poles, wires and conduits, across, along and under the streets, lanes, squares, bridges, highways and other public places of the said Township of Whitney, for the conveyance of Electricity for the purpose of supplying light, heat and power, within the limits of the said Township of Whitney, and beyond the same under the conditions and provisions and restrictions in this Agreement contained for a period of ten years from the \_\_\_\_\_ day of \_\_\_\_\_ A.D.

and in consideration of the said authority hereby given by the said Township of Whitney, the said Party of the First Part covenants, promises and agrees with the said Party of the Second Part, as herein set forth.

2. The said Party of the First Part shall, and will, for the term of ten years from the \_\_\_\_\_ day of \_\_\_\_\_ A.D., furnish and

supply, erect, maintain and keep in repair, such poles, wires and electrical appliances, including street lamps to light the streets, squares, lanes and other public places for the Township of Whitney, as shall be required for the purpose of supplying light, heat and power as herein agreed, and shall, and will, during the said period, for and at the time hereinafter mentioned, light and keep lighted, the said Electrical Lamps with Electricity. The said Street Lamps shall be placed at the outlet at the points in the Township of Whitney, at which Street Lamps are at present supplied and maintained by the said Party of the First Part for the purpose of supplying light to the said Township of Whitney, and such further Street Lamps shall be supplied from time to time, by the Party of the First Part, as may be ordered by the Council, and the said Lamps shall be lighted with Electricity as herein agreed by the said Party of the First Part from time to time as the same are supplied, and the said Party of the First Part shall furnish and provide the materials, tools, plant, labour, workmanship and power, necessary for the proper fulfillment of the term of this contract, in manner aforesaid.

3. ALL the wires of the said Party of the First Part used in the said works within the Township of Whitney, shall be insulated and shall be worked on Metallic Circuit and all material to be used by the Party of the First Part in their works on streets, lanes, bridges, highways, squares and public places in the said Township of Whitney, may be inspected by and shall be subject to the approval of the Council of the said Township or some person appointed by the said Council for that purpose.

4. The said Party of the First Part shall, at their own expense, and costs, furnish, supply, erect, maintain and keep in repair, all the said lamps, posts and necessary appliances for the whole of the said period of ten years and shall renew such of them as may become below standard as defined by this Agreement through any cause whatsoever other than the action of the said Township, and shall and will, at their own expense, during the said time for and at the times herein set forth, light and keep lighted the said Street Lamps with Electricity.

5. The Electrical System and appliances of, and the current as supplied by the Party of the First Part shall be in all respects of first-class quality and efficiency, and equal in quality and efficiency on an average to those installed and operated in other towns in Ontario provided that the Reeve of the Township, or any member of the Fire and Light Committee of the Council or any person approved by the said Council, shall have the privilege to inspect the plant, instruments and appliances in connection with the said system for the purpose of ascertaining that the electrical current being supplied is of the efficiency and power above provided for.

6. The said Street Lamps, and each of them shall be kept lighted every night, from dusk to daylight.

7. The said Party of the First Part shall not in the construction, erection and maintenance of the said works unduly or unreasonably interfere with the right of travelling or using the streets, lanes, squares, bridges, high-

ways and boulevards, curbs, sidewalks or other public places or any water course of the same, and the entrance of all doors, gateways and bridges, shall be kept free and unobstructed and lights, barriers, or watchmen, shall be provided and kept by the Party of the First Part during the construction and repairs of the said works for the protection and safety of the Public using the said streets and other places.

8. The Party of the First Part shall indemnify and save harmless, the said Township from and against all damages, suits, claims and costs, to person or property, caused by the negligence on the part of the Party of the First Part, their servants or agents in connection with the operation of the poles, wires, or other apparatus of the Party of the First Part, in the said Township of Whitney.

9. The said Party of the First Part shall use only such poles in the construction of the said works, on streets and other public places in the said Township as shall be nearly as possible straight and perpendicular, and before any poles are erected, the position of the poles shall be approved by the Council of the said Township of Whitney, or by some person appointed by the said Council for that purpose. The Council of the said Township of Whitney shall have the right to order the Party of the First Part to move during each year of the Franchise hereby given, not more than five poles, in which case said poles shall be moved at the direction of the Council, at the expense of the Party of the First Part.

10. Upon the construction of the said works or any extension thereof, or any repairs thereof, or any removal of any part thereof, the streets, lanes, highways, sidewalks, bridges, squares and other public places shall be put in as good repair by the said Party of the First Part as they were when such construction work or repairs commenced.

11. The said Party of the First Part shall not during the term of ten years, without the permission of the said Township, to be expressed by by-law, charge any greater rates for supplying electricity of the description and for the time hereinafter mentioned, than as follows:—

#### Commercial Rates:

Fixed Charge—\$1.675 per month  
Plus—3.375c per K.W. Hr. for the first 100 hours' use of connected load.  
Plus—1.125c per K.W. Hr. for all additional use.  
The whole less 20 p.c. for prompt payment on or before 10 days after the mailing of accounts.  
x. Plus taxes as hereinafter mentioned.

#### Domestic Rates:

Fixed Charge—67.5c per month  
Plus—3.375c per K.W. Hr. for the first 100 K.W. Hrs.  
Plus—1.125c per K.W. Hr. for all additional use.  
Minimum 75c per month net.  
The whole less 20 p.c. for prompt payment on or before ten days after the mailing of accounts.  
x. Plus taxes as hereinafter mentioned.

x. Discriminatory taxes chargeable pro rata in municipalities where such charges may be imposed.

x. All accounts shall be increased for taxes by the same percentage as the total taxes paid by the Company is of the total revenue received by the Company from the sale of electricity to the public in any twelve-month period, adjusted from time to time in accordance therewith.

x. Taxes shall mean all taxes, fees, dues, rentals and other charges paid by the Company to Federal, Provincial, Municipal and other taxing authorities.

#### Cooking and Heating Rates:

3.75c per K.W. Hr. for the first 75 K.W. Hrs.  
2.5c per K.W. Hr. for the next 100 K.W. Hrs.  
1.25c per K.W. Hr. for all additional use.  
Minimum 75c per month net.  
The whole less 25 p.c. for prompt payment on or before 10 days after the mailing of accounts.

#### Motor Rates:

For current for motors over 2 Horsepower in addition to a fixed charge of \$1.00 per month per Horsepower, based on the name plate rating of the motors, an energy charge will be made as follows:—  
Under 25 H.P.—3.00 cents per Kilowatt hour.  
For 25 H.P. and under 50 H.P.—2.00 cents per Kilowatt hour.  
For 50 H.P. and under 100 H.P.—1.75 cents per Kilowatt hour.  
For 100 H.P. and under 200 H.P.—1.50 cents per Kilowatt hour.  
For 200 H.P. and under 300 H.P.—1.40 cents per Kilowatt hour.  
For 300 H.P. and under 400 H.P.—1.30 cents per Kilowatt hour.  
For 400 H.P. and under 500 H.P.—1.20 cents per Kilowatt hour.  
For 500 H.P. and over

IT BEING DISTINCTLY UNDERSTOOD AND AGREED however that in the event of the Party of the First Part reducing the rates charged for retail service in any other Municipality within the District that the rates above stipulated shall be reduced from time to time to the extent that the Kilowatt hour consumption with the Township of Whitney warrants.

12. The said Party of the First Part shall continue to supply Electric current according to the terms of this contract for ten years from the 4th day of Oct. A. D. 1935, and the Party

of the First Part shall be bound, during the said time, to supply electricity for light or heat or power, to any applicant occupying premises within the Township of Whitney, and applying for the same and whose premises are situated not more than 1,000 feet from any distribution line of the Party of the First Part, and who is not indebted to the Party of the First Part for electricity previously supplied to such applicant, and to continue to so supply the electricity, provided the same is paid according to the terms hereof.

13. The said Party of the First Part shall not be permitted to discriminate against any applicant in the Township of Whitney applying for or using the Electricity, either as to supply or price by reason of the smallness of Electricity applied for or used by the applicant or consumer, but shall be bound, provided the payment is made therefor, according to the terms hereof, to supply and to continue to supply, any applicant in the said Township of Whitney applying therefor or using the same who is not indebted to the Party of the First Part for Electricity previously supplied to such applicant and whose premises are situated not more than 1,000 feet from the distributing line of the said Party of the First Part without regard to the quantity of electricity applied for, required or used by such applicant or consumer without discriminating in that respect or as to the price or otherwise howsoever, except as hereinafter provided.

14. The Street Lamps herein mentioned, shall be lamps hereinafter mentioned and the Township hereby covenants, promises and agrees to pay to the Party of the First Part, for the lighting of Streets, lanes, squares and other Public Places, according to the following Rate:—  
For each lamp of 100 watts or less \$13.50 per lamp per annum.

15. In case the supply of current shall be interrupted or fail, from the Act of God, the King's Enemies, ice or accident in any way, or for necessary repairs to machinery or plant, or for any other reasons whether of a similar or dissimilar nature, not attributable to the neglect of the said Party of the First Part, the Party of the First Part shall not be liable for damages in respect of such interruption or failure nor be considered in default, provided they use reasonable diligence to restore such supply, but a proportionate abatement shall be made in the amount payable under this contract hereinbefore provided for a time during which current is not supplied by reason of such interruption or failure of current. Provided, however, should such supply of current be interrupted at any time for a period of thirty consecutive days or for thirty days in all, within any six months, then in either of such cases the Franchise in this Agreement contained shall at the option of the Party of the Second Part be terminated.

16. The Company reserves the right to make an additional charge to cover the cost of supplying the service when it is required for a period of less than one year, and also reserves the right to require deposits to guarantee the securing of the Company's accounts.

17. IT IS DISTINCTLY UNDERSTOOD AND AGREED that this agreement is not intended to, and shall not, interfere with the right of any mining company to contract for and acquire its supply of power for mining purposes from any source it may desire.

18. In case of any dispute or difference shall arise between the parties hereto relative to any of the matters provided for in this agreement, then such dispute or difference shall be submitted to the arbitration and determination of three arbitrators, one to be appointed by the Party of the First Part, one to be appointed by the Township, and the third arbitrator to be appointed by two arbitrators so appointed, and the award in writing of such arbitrator or any two of them shall be final and binding on the parties hereto.

Wherever in this agreement the words, Party of the First Part, are used, the same shall extend to and include the Party of the First Part, its successors and assigns, and wherever in this agreement the word "Township" is used, the same shall mean the Party of the Second Part and shall extend to and include its successors and assigns.

IN WITNESS WHEREOF the said Parties hereto have hereunto affixed their respective Corporate Seals and signed under the hands of their respective officers.

This By-law shall take effect on and after the final passing thereof.  
Given and passed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1935.  
Clerk-Treasurer

#### Notice

TAKE NOTICE that the foregoing is a true copy of a proposed By-Law of the Corporation of the Township of Whitney to be submitted to the votes of the electors on the 24th day of September, A.D. 1935, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon. The poll for sub-division No. 1 will be held at the Township Hall, Porcupine, and the poll for sub-division No. 2 will be held at the residence of Fred Croteau, Lakeview Sub-division, in the Township of Whitney.

And that the 17th day of September, 1935, at the hour of ten o'clock in the forenoon at the Township Hall in the said Municipality has been fixed for the appointment of persons to attend at the polling places, and at the final summing up of the votes by the Clerk. And that if the assent of the electors is obtained to the said proposed By-Law it will be taken into consideration by the Municipal Council of the said Corporation at a meeting thereof to be held after the expiration of one month from the date of the first publication of this notice, namely the 8th day of October, 1935, and that such first publication was made on the 5th day of September, 1935.

J. M. NICOLSON,  
Clerk-Treasurer.

# Kiwanis Told of Crude Methods Old-Time Law

### Osias Sauve Gives Interesting and Illuminating Address on Criminal Jurisprudence in Past Centuries in England. Some of the Tests for "Innocence."

Justice in England in past centuries, when crude methods of separating the guilty from the innocent were in vogue, as compared to the modern system of trial by judge and jury, made the subject matter of an interesting address at Tuesday's Kiwanis Club meeting when Osias Sauve, Timmins lawyer, was the speaker.

It was a common thing four centuries ago when a man was accused of a crime, to summon 100 of his neighbours in the district, from whom a jury of 12 would be chosen, the speaker said. There were no judges, no witnesses—the man's supposed crime was read out, and his story heard. Then, if he could carry a hot iron for nine feet, allow his hand to be bound up in the village priest and return a few days later to show a clean wound, he was judged innocent. If, however, the wound was discovered to be unclean or festering, it was considered a sure sign that he was guilty and the usual harsh punishment was set upon him.

Another favourite test for the innocence or guilt of an accused man was to have him thrust an arm into a pot of boiling water. If it emerged unburnt, he was free to go his way; if it scalded he would surely pay for a crime.

A third method described by Mr. Sauve was that of tying the "victim's" toes and thumbs together, first giving him some holy water to drink. If, when he was tossed into a stream, he sank

he had not committed a crime; if he floated, then he had lied.

Refinements in the jury system gradually brought up to date through the ages, have brought what is universally considered to be the fairest system of trial. To-day the chances of an innocent man paying the penalty for a crime are almost nil, since the introduction of the opportunity for both the defence and prosecution to call witnesses, a proceeding unheard of in early days, the choosing of a jury satisfactory to both sides in the case, and the presence of a judge, well versed in the technicalities of the law.

A lawyer's duty is to win the case for his client, Mr. Sauve reminded the Kiwanians, and in such a position he often reverts to the trick of asking questions in such a manner that an affirmative or a negative is of aid to the case. Modern jurymen must be on their guard for situations like this, the speaker said, and had to weigh all the evidence most carefully before rendering a decision. Canadian judges, he remarked, are well known for their fairness in dealing with the facts as presented by both the prosecution and the defence.

Vincent Woodbury, who was in the chair in the absence of Arch. Gillies, president of the club, thanked Mr. Sauve for his entertaining and illuminating talk. Geo. S. Drew had introduced the speaker.

# Schools Crowded at South Porcupine

### Additional Pupils being Accommodated by Temporary Additions to Rooms. Other South Porcupine News.

South Porcupine, Ont., Sept. 4th. Special to The Advance.

School days are here again—for the younger generation—that is, Tuesday saw them crowding back, and we are given to understand that there isn't an inch of space to spare in either school. A record first form for high school—over fifty pupils! Two new rooms have been made—one at the high school and one at the public (in the basement) to accommodate the overflow, and four new teachers have been added to the public school staff. The high school staff remains as it was before. Miss Cummings, formerly on the staff of North Bay public school is teaching the new room at the high school (public school pupils). Miss Dean, of Tillsonburg, and Miss Lewis, of Mount Forest, are two new additions to the staff of the Dome school. Miss Watters, of Caledon, is teaching in the public school.

Mr. and Mrs. James Hendry and son were visitors in town last week from Little Long Lac.

Mr. and Mrs. M. Bessette and Valerie spent the holiday visiting in Mattawa. On returning, just after leaving Thornhill a car passed them going at a terrific rate of speed. With the roads covered with loose gravel a stone flew up from the impetus of the passing car, came right through the windshield striking Valerie just under the eye,

making a nasty gash. Fortunately it just escaped the eye or the result might have been more serious. This is another instance of the bad state of the roads (and the carelessness of some motorists).

Mr. Don Christie, of Kemptville, is a visitor at the home of Mr. and Mrs. John Costain.

Mr. C. Edgcombe is visiting in Toronto this week.

Miss Gladys Gibbons left on Friday to spend a week in Toronto with her mother who will return with her. Drilling is commencing at the Hunter Mine we hear.

Mr. and Mrs. Horace Bond and daughters, Jean and Thelma, left on Saturday for their home in Toronto after spending a week with Mrs. Bond's mother—Mrs. S. A. Jones, of Commercial avenue.

Miss Pearl Hogg, with Mr. and Mrs. Lewis, left this week for Toronto.

Mr. and Mrs. F. C. Evans and sons returned on Tuesday from a short vacation in Toronto.

At Tuesday's police court here, all the cases that came up for hearing were adjourned until next week.

Messrs. J. and P. Watters, of LaMacque were the guests of Mrs. S. Kennedy over the week-end.

Toronto Mail and Empire:—Sister Aimee Sample McPherson has promised to reveal Red plots in the United States. But what people would really like to hear from her is what happened on the occasion of that celebrated trip to Mexico, which probably would make more sensational reading than the results of her investigation into treason.

Toronto Mail and Empire:—Piccolo Pete received no better treatment in Canada than if he had been Saxophone Sam.

Keep up with the  
**PASSING SHOW**

OUR home makes a comfortable theatre, doesn't it? And it's nice to have the passing show brought to your easy chair—a full length, full time production, too! Maybe you're only interested in the "feature pictures", the things big enough to make the front page. Perhaps you like those "educational shorts," the widely-quoted editorials that you have chance to read first, or the home making articles by well known writers. The "serials" may hold your attention, the features and columnists. The many timely illustrations of home and outside events! The complete coverage every issue of the life of the community. But altogether, say, don't they make up the best show in town?

And remember, it's a DOUBLE FEATURE attraction—the ads are full of news, too! The news about something new for the home, something to wear or something economical to serve. But it IS new and news when it appears on the pages of The Advance.

The passing show is an inexpensive programme! It's the best way to keep pace with the changing scene. And the best part of it is that there's a complete change of programme every issue.

FOLLOW IT CLOSELY IN  
**The Porcupine Advance**  
Every Monday and Thursday