

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 the said Municipality shall on the assent thereto of the Municipal Electors of the Municipal Corporation, first had and obtained, conform 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 4th day of October, A.D. 1935 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 4th day of October, A.D. 1935, 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, highways 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 repair 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, loss, suits, claim 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.

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.

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 20 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—1.00 cents per Kilowatt hour.

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 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 1000 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 hereinbefore 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 \$3.50 per lamp per annum.

15. In the case of the supply of current shall be interrupted or fail, from the Act of God, the King's Enemies, fire 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 hereinafter 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.

AD Reeve
Clerk-Treasurer

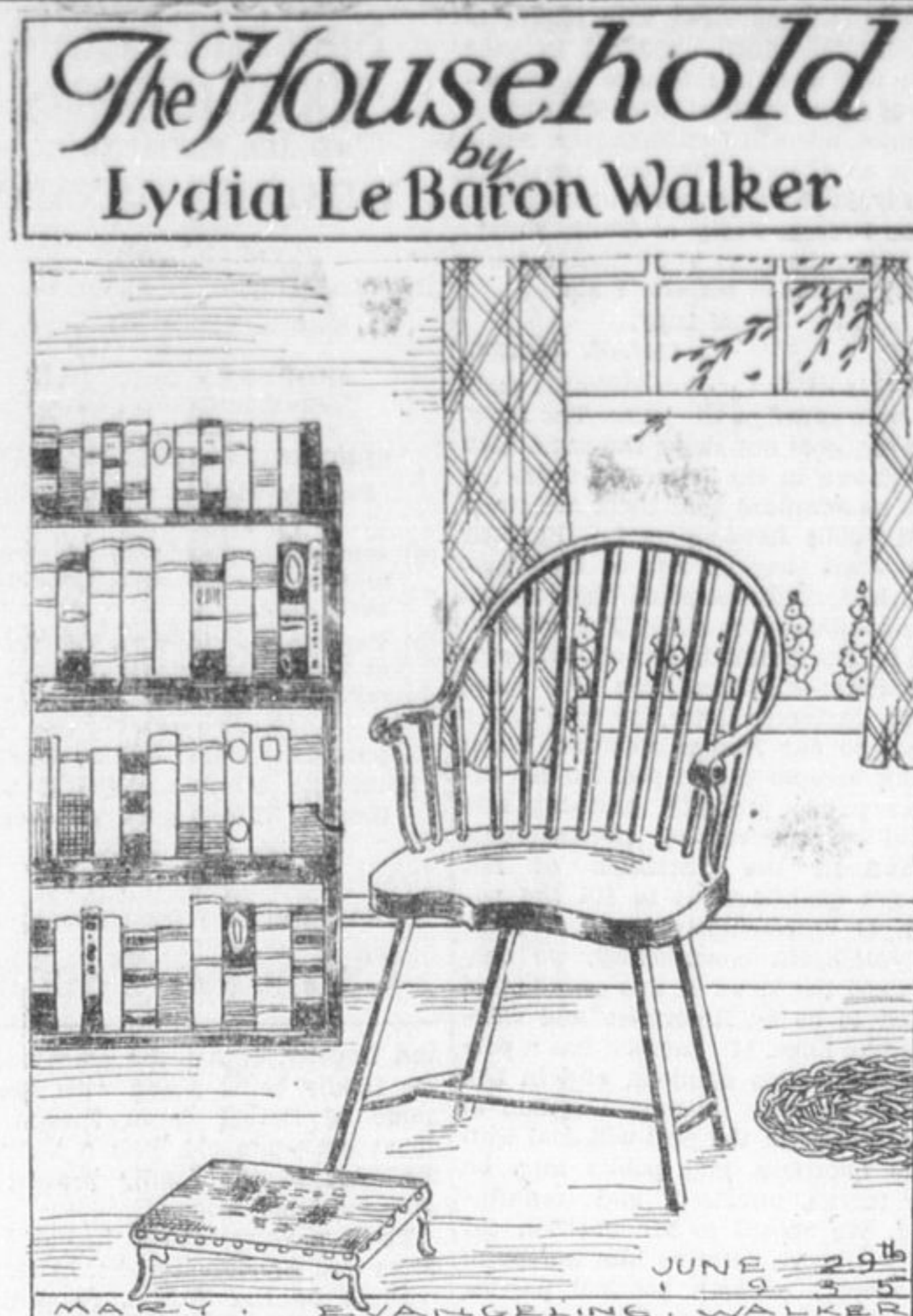
Notice

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 6th day of October, 1935, and that such first publication was made on the 5th day of September, 1935.

J. M. NICOLSON,
Clerk-Treasurer.



MORE PIECES OF HOMEMADE FURNITURE IN REPLY TO REQUESTS OF READERS

A letter from one reader is concise, and expresses the wishes of many for the promised description of other pieces of furniture one can make. The letter reads:

"Dear Mrs. Walker: Will you please send me further particulars about homemade furniture such as was described in the Household Column recently. Thank you. Yours truly, Mrs. Van G."

Bookcase

A sturdy, good-looking bookcase is made from a box that is long and not too deep. A shoe box is suggested. Or two or three smaller boxes can be used by positioning one on top of the other and screwing them together. Put screw eyes in the inside sides of the boxes, carefully measuring the heights of those on opposite sides to insure absolutely level shelves resting on four screw eyes, two near the front and two near the back of the box. The shelves must be far enough apart to allow a little space above the books on the shelves below so that the volumes can be taken out readily without damaging the bindings. The shelves can be made from the part of the box which is not needed. Saw along a straight pencilled line drawn after careful measurements to permit the shelves to fit closely into the already fashioned opening.

Finish for Bookcase

The bookcase can be stained and varnished with a dull finished gloss, or it can be painted the colour of the woodwork in the room where it is to go. Give the case the same finish, dull, glossy or enamel paint. It should match that of the other paint. There can be a low strip of wood across top of back

and 1-2 to 3-4 the distance along sides from the back. This gives a more craftsmanlike touch to the bookcase, and permits books to stand in a row on the top without danger of them falling off.

Foot Rest

A foot rest is made of a square or oblong board, with extra large metal clothes hooks screwed to the under side near each corner. Or curved brackets can be used, which raises the foot rest higher. The top of the rest can be a part of a box that is of heavy wood. If the board is procured especially for the purpose, get it of 1-4 or 1-2 inches thickness. Pad the top of the board and tack a cross stitch or upholstery textile top to the sides, with hoarse-headed upholsterer's tacks. I have seen these foot rests covered with tea matting tacked to the under side of the board with no tacks visible. It was just the sort of a foot rest for summer furnishings.

Cabinet

A cabinet closet is made of a wide box fitted with shelves as in the bookcase, and having two doors hinged to the sides of the box. Such a closet can be used in lieu of a sideboard in a shack or, for a kitchen closet, or a closet for a chamber. If for the latter the doors can be omitted, and a curtain hung on a curtain rod, be used instead. If dishes are to go on the shelves, put extra screw eyes in the sides and run the shelves in between them and they will not tip although the weights of dishes are uneven on them.

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Every Stall Taken for Race Meeting at London

Every stall at Queens Park in London where a seven-day running race meeting starts Saturday, October 5th, has been spoken for. Geo. Hay, who attends to the allotment of stalls at all the Orpen tracks; Long Branch and Dufferin Park in Toronto; Kenilworth Park in Windsor and Queens Park at London made the announcement today. In all there are 390 stalls at the London half-mile plant, situated in the Western Ontario Fair Grounds, and applications have been received for twice the number of stalls available.

Efforts are now being made to secure stabling room outside the plant, many horsemen having to do this during the first meeting. Inasmuch as there is no other racing in Canada during the progress of the London meeting, all the horsemen who have reserved stabling room will be shipping their charges to the Queens Park track.

An idea of the calibre of the horses that will furnish the sport is had by a perusal of the following list of leading horsemen who have been allotted stabling space and the number of stalls allotted to each:—

- J. E. Smallman 26; Arthur Brent, 22; H. C. Hatch 20; W. Russell 20; J. H. Black and J. C. Fletcher 17; Charlie Mitchell 12; W. H. Wright and Hastings 10; J. C. Fair 11; Brown and Higgins 10; C. J. Patchett 8; Geo. May 6; J. W. McNaught 5; P. Merrill 5; Tom McCarthy 5; W. R. Padgett 5; E. Bowie 5; James McElroy 5; George Hardy 4; Wm. Morrissey 4; E. W. MacKinlay 4; Mrs. Geo. Hogarth 4; Skene and Patterson 4; H. L. Munson 3; P. MacMurphy 3; Wm. Young 3; J. Entwistle 2; H. F. Scheike 10; Wm. Stevens 5; H. Gallagher 4; A. E. Brodie 5; R. D. Mooney 5; Jas. Badame 10; R. R. Leslie 9; L. Ronald 4; Geo. W. Lucas 3; F. T. Butler 2; H. Neville 6; W. C. Hanna 3; H. M. Stewart 3; W. D. Reddy 4; E. Badcock 3; Campbell and Garry 9; James Heffering 8; W. A. Bulcroft 4; J. Parker 2; Wes Sharrard 6; E. F. Seagram 7; Bud Graver 5; H. New 12; J. A. Johnston 3; W. Walsh 5; Col. W. J. Waterman 8; P. Delaney 8; H. B. Kelly 4; G. B. Foley 5; Mr. and Mrs. T. Murphy, 3.

Funeral on Wednesday of Mrs. Zanchin, Schumacher

The funeral of Mrs. Louis Zanchin of Schumacher, who died on Monday morning, was held from Walker's funeral parlours to the Church of the Nativity at 4:30 yesterday afternoon.

A large number of her friends attended both the mass at the church and the ceremony at the Roman Catholic cemetery.

Floral tributes, sent during the week by friends and relatives, made an impressive display.

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New Mining Industry Expected in North

Production of Barytes Planned for the Matachewan Area, Reports Say in North Bay.

In its issue of Sept. 16th, the North Bay Nugget refers to the probable development of barytes in the Matachewan area. The Nugget says:—

"Establishment of a new industry in Northern Ontario, in the opening up of the barytes deposit in Yarrow township, Matachewan area, is indicated in reports from Toronto to the effect that Dr. Harry Glendening, of that city, plans to bring the property into production during the next few months."

"Formerly known as the Ontario Barium Company's holdings, the property is located on the west side of Mistinikon Lake, which forms part of the west branch of the Montreal river. It passed into Dr. Glendening's hands some years ago, but owing to lack of transportation and marketing facilities, comparatively little was done to demonstrate its commercial possibilities."

"With the extension of the road system in the Matachewan district, transportation facilities are now brought within a couple of miles of the property. High-grade barium can be mined cheaply, transported across the lake in scows and moved by truck to a crushing plant, where it can be treated and loaded for shipment."

"The deposit consists of two promising barytes leads, which have been partially exposed by surface trenching and stripping. Examination of the property by the late A. G. Burrows, geologist of the Ontario Department of Mines, led

to a favourable report. In a more recent survey of the barium and stontium deposits in Canada, H. S. Spence, geologist of the Department of Mines, Ottawa, reports: "The development work already carried out shows the existence of a large tonnage of excellent barytes. The character of the exposed veins warrants the assumption that further stripping will show them to persist considerably beyond the present determined points."

"Barytes, as the source of the element barium, enjoys a wide and growing field of usefulness in the chemical and paint industries. Canada's entire production to date has been confined to Nova Scotia, but at the present time the entire domestic market is supplied by the imported product."

"As evidence of the growing demand for barium products, sales of ground barium by the United States producers increased from 28,415 tons in 1908 to 64,425 tons in 1928, while the price increased in the interval from \$11.19 to \$20.68 a ton."

"Samples submitted by Dr. Glendening to the Ontario Research Foundation last year were found to contain 96.6 per cent. barium in a representative 'high-grade' sample of barytes. "Numerous tests have been made of the barytes on his property, and Dr. Glendening states that he has been assured of a market for his product."

Ottawa Journal.—Society's adjustments to the mechanical progress of the age are going to be a long process and painful.

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S. T. WALKER

Funeral Director

TELEPHONE 500 81 THIRD AVENUE

OPEN DAY AND NIGHT

TIMMINS

Treasurer's Sale of Lands for Arrears of Taxes

In the Township of Whitney, District of Cochrane

TO WIT: BY VIRTUE OF A WARRANT issued by the Reeve of the Township of Whitney, bearing date the 10th day of June, 1935, and to me directed, commanding me to levy upon the several lands being in the Township of Whitney, mentioned and described in the following list of arrears of taxes respectively due thereon and costs, I hereby give notice pursuant to The Assessment Act, and amendments, that unless the said arrears of taxes and costs be sooner paid I shall on Tuesday the 28th day of October, 1935, at the Township Hall, at Porcupine, at 10 a.m., proceed to sell by public auction so much of the said lands as may be sufficient to discharge the taxes and lawful costs incurred in and about the sale and collection of same.

The following lands are all patented.

Dated at Porcupine this 10th day of June, 1935

J. M. NICOLSON,
Treasurer, Township of Whitney

Name and Address and Description	Years in Arrears	Taxes	Costs	Commis-sion	Total
1—Charlebois, O., Timmins—Con. 4, N.E. ¼ N. ½, lot 1	1930-1-2-3-4	\$238.68	\$2.00	\$5.96	\$246.64
2—Campbell, W. P., Porcupine—Queen Street Lots 167 to 172	1932-33-34	52.30	2.00	1.30	55.60
3—Freeman, A. E., Philadelphia—Con. 3, S.W. ¼, S. ½ Lot 10	1932-33-34	136.46	2.00	3.41	141.87
4—Fisher, J. A., New Liskeard—Queen Street, Lots 197 to 199	1932-33-34	21.72	2.00	.54	24.26
5—Gold Reef Mining Co., Toronto—Con. 5, N.W. ¼ S. ½	1931-32-33-34	105.82	2.00	2.64	110.46
6—Gold Reef Mining Co., Toronto—Con. 5, N. ½ lot 10	1931-32-33-34	397.51	2.00	9.93	409.44
7—Gold Reef Mining Co., Toronto—Con. 5, N.E. ¼ S. ½ Lot 10	31-32-33-34	99.30	2.00	2.48	103.78
8—Jones, E. R., Toronto—Con. 1, S.E. ¼, N. ½ Lot 3	31-32-33-34	175.14	2.00	4.38	181.52
9—Jones, E. R., Toronto—Con. 1, N.E. ¼, N. ½ Lot 3	31-32-33-34	175.14	2.00	4.38	181.52
10—Jones, E. R., Toronto—Con. 1, N.E. ¼, S. ½ Lot 8	31-32-33-34	175.14	2.00	4.38	181.52
11—McCallum, J., Matheson—Florence Street, Lot 120	32-33-34	14.75	2.00	.36	17.11
12—Roberts, J. T., Buffalo—Con. 1, S.W. ¼, N. ½ Lot 12	31-32-33-34	237.50	2.00	7.19	246.69
13—Roberts, J. T., Buffalo—Con. 1, N.E. ¼, S. ½ Lot 12	31-32-33-34	287.50	2.00	7.19	296.69
14—Roberts, J. T., Buffalo—Con. 1, N.W. ¼, S. ½ Lot 12	31-32-33-34	287.50	2.00	7.19	296.69
15—Unknown—Plan M8, Lot 27	32-33-34	20.58	2.00	.57	23.09
16—Unknown—Con. 6, S.W. ¼, N. ½ Lot 7	32-33-34	136.46	2.00	3.41	141.87
17—Porcupine Realty Co., Welland—Plan M27, Lots 264, 266, 267, 268, 270, 271, 272	32-33-34	15.00	2.00	.37	17.27

WARRANT AUTHORIZING SALE OF LANDS FOR TAXES

To the Treasurer of the Township of Whitney: You are hereby commanded to levy upon the lands mentioned in the attached list for the arrears of taxes due thereon, with your costs, pursuant to the provisions of The Assessment Act, and amendments, and according to law. For so doing this shall be your sufficient Warrant and authority.

Dated at Porcupine this 10th day of June, 1935

J. W. YOUNG,
Reeve, Township of Whitney.
54 to 78 (Thurs.)