

The Contract Between Power Commission and Int. Paper Co.

IN view of the wide interest created by Premier Baxter's statement denouncing the contract between the New Brunswick Electric Power Commission and the International Paper Company, signed during the regime of ex-Premier Veniot, The Times-Star herewith publishes the agreement in full:

Memorandum of agreement made at Fredericton, in the Province of New Brunswick, this eleventh day of June, 1925, between

New Brunswick Electric Power Commission, established under and by virtue of the Act 10 George V., Chapter 53 of the Legislature of the Province of New Brunswick and acts in amendment thereof (hereinafter with its successors and assigns called the "Power Commission"), of the first part and International Paper Company, a company duly incorporated under the laws of the State of New York (hereinafter with its successors and assigns called the "Paper Company"), of the second part;

Whereas, the Power Commission under an order of the Lieutenant-Governor-in-Council of the Province of New Brunswick issued under and by virtue of said Act 10 George V., Chapter 53, has obtained authority from the Province of New Brunswick to proceed with the development of the water power at Grand Falls, in said province, and in order to carry out such development intends to build certain dams and works in and on the Saint John River at and near said Grand Falls, and to develop storage works on Temiscouata Lake, in the Province of Quebec, and on Glazier Lake, in the State of Maine and the Province of New Brunswick and Quebec, which works and developments at and near said Grand Falls and said Temiscouata Lake and said Glazier Lake are hereinafter collectively called the "Grand Falls Power Works"; and

Whereas the Power Commission has applied to the International Joint Commission for authority to construct these parts of the Grand Falls Power Works which are to be situated at or near said Grand Falls; and

Whereas the above-mentioned application to the International Joint Commission is now pending and at a hearing of said Commission held in the City of Montreal, in the Province of Quebec, on the fifteenth and sixteenth days of May, 1925, the Paper Company refrained from presenting the contentions set up on its behalf in the statement in Response filed in the proceedings before the International Joint Commission on the above-mentioned application, and so refrained by reason of having come to agreement with representatives of the Power Commission and of the Government of the Province of New Brunswick in the terms of this memorandum of agreement and of three other memoranda of agreement between the parties hereto (to one of which Grand Falls Company, Limited, is also a party) being executed concurrently herewith, and the International Joint Commission adjourned its hearing to a later date in order to enable the parties hereto to prepare and execute this memorandum of agreement and said other memoranda of agreement before making its final order in the matter of the above mentioned application; and

Whereas concurrently with the execution and delivery of this memorandum of agreement the Power Commission and the Paper Company have executed and delivered said other three memoranda of agreement;

Now, therefore, in consideration of the premises and of other good and valuable consideration and receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

In the event of the Power Commission actually proceeding with the development of Grand Falls and producing power therefrom under authority given it pursuant to the application of the Power Commission now pending before the International Joint Commission, or under authority given the Power Commission in modification or enlargement of or substitution for the authority given under said pending application,

1.—When power is first generated at said Grand Falls the Power Commission will enter into a contract with the Paper Company whereby the Paper Commission will bind itself to reserve as below specified and sell to the Paper Company (in case the Paper Company shall desire to purchase the same) for delivery and use in New Brunswick primary power generated from the initial development at said Grand Falls in a block, subject to the provision next below, of either ten thousand (10,000) or fourteen thousand (14,000) horse power, as the Paper Company may elect. Such contract shall provide that the Paper Company may, at its option, at any time, and from time to time take such power in any amount within a limit of 100 per cent, less or more than such block of ten thousand (10,000) or fourteen thousand (14,000) horse power as the case may be. Such contract shall further provide that such power shall be reserved in the first instance for a period of six (6) months after the date when it shall actually be ready for delivery, and the Power Commission shall have notified the Paper Company of that fact by letter addressed to the Paper Company at its offices in New York City. Such contract shall further provide that, if within such six (6) months the Paper Company shall elect to take such power, the same shall be reserved for a further twelve months period before the Paper Company shall be bound to pay for the same unless and to the extent that it uses the same. The terms of such contract, the provision for its renewal, the price of the power and the other provisions of such contract shall be such as are determined upon to the satisfaction of the parties hereto; provided, that the price under such contract or renewal or renewals thereof shall not in any case be higher than the price being paid by any consumer of a like class for primary power delivered or to be delivered at the same place, nor relatively higher than the price at the time being paid for such power of a like class for primary power delivered or to be delivered at a different place.

2.—If power is generated as aforesaid and from time to time there is available for use in grinding wood any primary power generated at said Grand Falls in addition to the above mentioned block, and to the requirements of Bathurst Company, Limited, for power for grinding wood for the operation of not more than two paper machines, and if the Power Commission is willing to sell the same for such purpose, the Power Commission will not sell or dispose of the same without first giving the Paper Company an opportunity to purchase the same as herein provided. The Power Commission shall by letter addressed to the Paper Company at its offices in New York City, notify the Paper Company of the amount of power so available, and of the price to be charged therefor. The amount of power so offered the Paper Company shall be five thousand (5,000) horse power, or multiples thereof, in case the Paper Company shall elect to take the block of ten thousand (10,000) horse power provided for under Paragraph 1 hereof, or shall be seven thousand (7,000) horse power, or multiples thereof, in case the Paper Company shall elect to take the block of fourteen thousand (14,000) horse power provided for under said Paragraph 1. The price of the power so offered shall not be higher than the price charged under the power contract mentioned in Paragraph 1 hereof, and shall not be higher than the price being paid by any consumer of a like class for primary power delivered or to be delivered at the same place, nor relatively higher than the price being paid by any consumer of a like class for primary power delivered or to be delivered at a different place. When so required by the Paper Company, at any time within two years after the giving of any such notice, the Power Commission will enter into a contract with the Paper Company for the sale of the power so available at the price so specified, and on terms in other respects (including renewals and price revisions on such renewals), which are substantially similar to the terms of the power contract mentioned in Paragraph 1 hereof. During the term of this contract the Power Commission shall not sell power to any other person or company for use in grinding wood, provided, however, that the Power Commission shall not hereby be restricted from selling to Bathurst Company, Limited, power for use in grinding wood to the extent of the requirements of its present paper machine, and of one additional paper machine now in process of installation; and provided further, that the Power Commission shall not hereby be restricted from selling power for use in grinding wood which has been offered to the Paper Company on previous offerings and not contracted for by the Paper Company.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Agreement to be executed under their corporate seals respectively by their officers thereunto duly authorized on the date first above mentioned.

THE NEW BRUNSWICK ELECTRIC POWER COMMISSION,
(Sgd.) By E. A. SMITH,
Chairman.

(Sgd.) and by A. R. CARTER,
Secretary.

INTERNATIONAL PAPER COMPANY
(Sgd.) By CHESTER W. LYMAN,
Vice-President.

(Sgd.) and by F. G. SIMONS,
Secretary.

Weddings

Smith-Dewar.

The home of Mr. and Mrs. Andrew McKay Dewar, Red Head, was the scene of a very pretty wedding on Thursday, Nov. 5, when their eldest daughter, Elsie Elizabeth, was united in marriage to Howard Arthur Smith, son of Neil Smith of West Saint John. The marriage was solemnized in the presence of friends and relatives by Rev. Hugh Miller of Silver Falls. Miss Emma DeWitt played the wedding music and during the signing of the register Miss Bertha Smith, sister of the groom sang, "God Touched the Rose."

The bride, who was given away by her father, looked charming in her wedding dress of golden brown cut velvet with picture hat, shoes and

stockings to correspond. She carried Ophelia roses. The register was signed by Miss Gladys Smith and Vaughan Alexander. Following the ceremony a dainty buffet luncheon was served; friends of the bride assisting. Mr. and Mrs. Smith left for a short motor trip through New Brunswick and Nova Scotia on the afternoon of Thursday. Among the beautiful gifts received were a beautiful case of cutlery from the staff of the Liverpool and London and Globe Ins. Co., Ltd. where the bride was employed; a check from her father and a range from the groom's father. They will reside at Red Head.

Thomas-Watters.
The marriage of Harold Garfield Thomas, formerly of Barbadoes but now of this city, and Hazel Carletta Watters, daughter of Mr. and Mrs. Arthur Watters of Woodstock, N. B., was quietly solemnized in Trinity church, on Monday evening, by the

rector, Rev. C. Gordon Lawrence, M. A. They were accompanied by Mr. and Mrs. Harry Brown of this city, and a number of relatives and friends. They will reside in Saint John.

Deaths

Adam M. Campbell

Within ten days of his injury, Adam M. Campbell, of Prospect street, Fairville, died yesterday afternoon at the General Public Hospital from the effects of blood poisoning, which had set in after he had suffered a slight abrasion on the arm when at work as an engineer of the C. P. R. on the Montreal train on Oct. 31.

Mr. Campbell was one of the oldest passenger engineers in the employ of the company, having been in service for 36 years, and was one of six brothers, all of whom are C. P. R. engineers, and was a good neighbor. He was well respected and very highly thought of by the officials of the C. P. R. He was of a kindly and obliging disposition, a good neighbor and very popular with a wide circle of friends. Deep sympathy has gone out to the bereaved relatives in their sorrow.

WOUND PROVES FATAL

The wound which proved fatal was received by Adam M. Campbell, of Fairville, on the fifteenth and sixteenth days of May, 1925, the Paper Company refrained from presenting the contentions set up on its behalf in the statement in Response filed in the proceedings before the International Joint Commission on the above-mentioned application, and so refrained by reason of having come to agreement with representatives of the Power Commission and of the Government of the Province of New Brunswick in the terms of this memorandum of agreement and of three other memoranda of agreement between the parties hereto (to one of which Grand Falls Company, Limited, is also a party) being executed concurrently herewith, and the International Joint Commission adjourned its hearing to a later date in order to enable the parties hereto to prepare and execute this memorandum of agreement and said other memoranda of agreement before making its final order in the matter of the above mentioned application; and

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The bride, who was given away by her father, looked charming in her wedding dress of golden brown cut velvet with picture hat, shoes and

she is survived by her husband, Thomas W. Rathburn, of Rothesay; four sons and two daughters. The daughters are Mrs. H. R. Mathewson, wife of the general agent of the C. P. R. at Buffalo, N. Y., and Mrs. H. J. Bailey, Jr., of Boston, and the sons are Oakley Hazen, Tacoma, Wash.; George Walter, New York; and Clarence Guy and Harold Court, at home.

Mrs. Rathburn had made a host of friends at Rothesay who extend their deep sympathy to the bereaved family. The funeral service will be held Thursday morning at 9.30 at her late residence and interment will take place at Hillside, Queens county, the funeral party going by motor from Rothesay to Hibernia.

William James Petts.

Sympathy is extended to Mr. and Mrs. Edward Petts of 104 Duke street, West Saint John, in the death of their infant son, William James, which occurred on Sunday. Besides the parents, one brother survives.

Ransford J. Byers

The death of Ransford J. Byers occurred at his home in Hoyt, N. B., Oct. 16, after a lingering illness of over a year.

He was 59 years of age, and leaves to mourn, besides a wife, five daughters, Mrs. Sidney M. Jenkins and Lois L. Byers, of Waterbury, Conn.; Mrs. Robert J. Hoyt, of Saint John; Gertrude and Constance at home; also

four sons, Percy E., of Portland, Me.; Truman, Alton, and Stanley, at home; also two brothers, Charles, of Fredericton Junction, and Frank, of New Jersey; two sisters, Mrs. T. K. Thompson, Alberton, Montana, and Mrs. Rebecca Thompson, of Seattle also survive.

Deceased was a member of the United Baptist church of Mill Settlement, for over forty years, where he lived as a farmer and made many friends throughout his life.

The burial took place at Blissville, in the family lot. Funeral services were conducted by Rev. J. A. Corey.

C. W. Baker.

FREDERICTON, Nov. 9.—C. Woodville Barker, a well-known resident of Fredericton, died suddenly this morning at his home, aged 72 years. Surviving are his widow, formerly Miss Vernal, one son, G. Fred Barker, of Sheffield, and one daughter, Miss Clara, of the same place. Charles and Harold Barker, of Saint John, are grandsons. The funeral will take place Tuesday.

Gilbert Carter

The death of Gilbert Carter occurred at his home at Mount Whately Nov. 8 at the age of 78 years. Death came as a great shock to the family as he was apparently in good health previous to his death. He was a son of the late James R. Carter, of Mount Whately, and had been a lifelong resident of that place. His wife was Jane Chapman, daughter of the late Captain Lewis Chapman, of Point de Bute. Besides

his widow, he leaves two sons and five daughters. The sons are Walter, at home, and Gerald, of Hartford, Conn. The eldest son, Arnold, was killed in the Great War in 1918. The daughters are May, of the Moncton teaching staff; Laura, Mrs. J. H. Foster, of Brownlee, Sask.; Vera, at home; Violet, Mrs. E. R. Caldwell, of Hensall, Ont.; and Edith, of the Canadian National Express, Moncton. A brother, James R. Carter, of West Amherst, also survives.

The funeral was held Friday at 2.30 p. m. from his home and was largely attended. Rev. A. W. Teed, assisted by Rev. Charles Flemming, took charge of the service and Mrs. H. S. Lowerson sang a solo. Interment was made in the Point de Bute cemetery.

The pall-bearers were Walter and Gerald Carter, sons; Angus Avar, J. L. Dixon, of Sackville, and I. F. Avar, of Moncton, nephews, and S. W. Dimock, of Campbellton, a brother-in-law. The floral offerings were numerous.

Mrs. Emeline Kelly

YARMOUTH, Nov. 9.—The death occurred at her home, Lake George, on Sunday, of Mrs. Emeline Kelly, widow of Lyman Crosby, who died only a few months ago. Her passing followed a few days' illness of pleuro-pneumonia. Mrs. Crosby was 69 years of age and had lived practically her entire life in that section of Yarmouth county. She is survived by 10 children—Mrs. Albert J. Wagner, Yarmouth; Mrs. B. F. and Mrs. I. L. Killam, Mrs. Harding Langille and Mrs. John Spears, of Sydney, N. S., and Miss Hattie, at home;

E. L., a contractor and builder in Troy, N. Y.; Lorne P. and W. V., similarly engaged in Syracuse, N. Y., and James L. Crosby, Lake George. The funeral will take place from her home Tuesday afternoon.

Mrs. H. S. Coirwell

FREDERICTON, Nov. 9.—Word was received here today of the death in Houlton, Me., of Mrs. Herbert S. Coirwell. The body will be brought here for interment. She was a daughter of the late Charles Yerra. She had suffered from an illness which had kept her in an unconscious condition for about a year. The late Mrs. R. T. Baird was her sister.

Clyde Pike

ST. STEPHEN, Nov. 9.—Clyde Pike, brother of Miss Blanche Pike, of this town, died yesterday. He leaves besides his sister Blanche, a sister in Bangor, Me., a brother in Minn., N. B., and a daughter in North Conway. The funeral will be held Tuesday.

Mrs. S. E. Sterling

FREDERICTON, Nov. 8.—Mrs. Sophie E. Sterling, widow of William Sterling, died this morning at her home, York street, in her 88th year. She had been ill for a long time. She is survived by three half-brothers, Alfred Edgecombe, of Saint John, and Frederick Edgecombe and Norman Edgecombe, of Fredericton. The funeral will take place Monday afternoon at 8

o'clock with service by Rev. F. H. Holmes. Interment will be made in the Rural cemetery.

ALL RECORDS BROKEN.

All records were broken at the Stella Maria card party last night when there were players at 97 tables and enough patrons to have made use of six more tables, had to be turned away because they could not be accommodated. Rev. Francis Walker, priest of the parish, said last night that next week there would be ample accommodation for everyone. The prize winners were as follows: Ladies, first, Miss Mary McLean; second, Mrs. Owen Trainor; and consolation, Miss Mary Crowley. Gentlemen's, first, Maurice McHugh; second, John Donnelly; consolation, Thomas O'Brien.

Catches Bear And Bull Moose Fighting

FORT WILLIAM, Ont., Nov. 9.—Reginald Anderson was out hunting a few days ago when he heard the howling of a moose. Coming closer, he saw a strange sight. The moose was fighting with a giant black bear. Bruin had obtained a hold on the neck of a great bull moose, while the bull drove at him with his forefeet. Eventually the bear brought the bull to his knees. Anderson fired twice. The bull moose toppled over on its side and the bear collapsed, dead.

Favored Styles in Top Coats

For the Well-Dressed Man

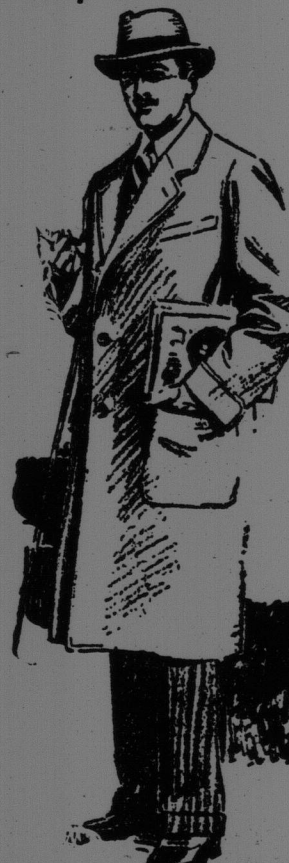
Showing how fashionable and successful men are dressing. This illustration is only one of the many popular Overcoat models we are showing this season.

A man carefully dressed always has the advantage over one who dresses carelessly, in business, social and every day life.

Fashion is neither absurd nor negligible, it is one of the most powerful influences on human conduct.

The stylish cut and fit of these popular Overcoats give a man a sense of confidence and security—he at once feels at his best.

\$25, \$30, \$35 upwards.
See our Special \$20 All Wool Ulster. Ask about our ten pay plan.
(Men's Furnishings, ground floor.)



Men's Pullover and Coat Sweaters

The latest styles in medium and heavy weights.
Pullovers. Sleeveless. Prices: \$2 to \$3.75
Vest Style. No sleeves. Many men wear this style during the winter months. Price \$1.75 to \$9.50
Coats—V shaped neck, without collar. Prices \$2.50 to \$19.75
Coats with shawl collars. Prices \$4.50 to \$17.50
Pullovers with sleeves. Prices \$4.50 to \$20
(Men's Furnishings, ground floor.)

Handsome New Embossed Chiffons

For the "Exclusive Gown"

These beautiful fabrics with foundations of silky chiffon and handsome all-over patterns in cut velvet are admirably suited for exclusive frocks for afternoon or evening wear. Only one pattern to each dress. Panel and allover designs in combination of black and lavender, all green peach and red.
\$13.00 to \$14.50 per yd.
Black Duchess Silk—Fashion's Favorite for afternoon wear. 36in. wide. Prices \$1.85, \$2.15, \$2.75 and \$2.95 per yd.
Black Crepe-back Satin in 40in. width so adaptable to the flared, shirred and gathered dresses.
Brocade Crepe—Special value. Colors, gold, cerise, sand, brown, navy and black. 36in. wide. Price \$2.50 yd.
(Silk Dept.—2nd floor)

The Little Tot and Young Miss Are Not Forgotten

Here we have smart little bloomer dresses of English Broadcloth, hand smocked in brown on yellow.
Sizes 2 to 6 years. Prices \$5.25 to \$9.50 ea.

Toddler Suits—Yellow pants and buttoned-on white broadcloth top. Ages 2 to 5 years. \$6.50 ea.

Yellow Creepers—Hand-made. Any of these would make nice useful Christmas Gifts and now is the time to make your selection.

Children's Kimonos in Velour. Blue, red or tan. Sizes 2 to 12 years. Price \$2.50 to \$3.50

Corduroy Kimonos at \$5.50.
Cotton Crepe Kimonos in pretty new colors. Price \$2.50 to \$4.50.



Extra Values in New Cloth Coats

A wonderful variety of Women's Winter Coats. Four special price groupings including many smart models in Velours, Marvellas and Suedines.

Handsome Fur Trimmings in all the new and fashionable furs. Latest style in flared effects, pleats at the sides or insets in the venetian blind order. These coats are all beautifully lined and are very moderately priced at—
\$19.75, \$23.50, \$35, \$39.75

All the season's newest colorings. Any one desirous of purchasing a winter coat should not miss this opportunity.
(Costume Dept., 2nd floor.)



Lovely New Neckwear

The woman well versed in fashion lore will know that Neckwear plays a leading role in the modes of today. Here she will find many novel and attractive pieces.
Collars and Jabots in dainty combinations of georgette, net and lace.
Several styles of Jabots without collars, nice for the front of suit coats, these come in long, straight effects or side frills.
Collar and Cuff Sets of Net and Lace, Crepe de Chine, Satin and in daintily embroidered or plain Linens.
Scarves of Printed Crepes and Silks in bright color combinations.
Painted Scarves in the new large patterns.
Ties of almost every hue and style. Plain Windsors, Cubist and Floral designs.
Pirate and Four-in-hand Ties in plaids, metallic and plain ends.
Flowers of all descriptions; Gardenias, "Mums" in different sizes and colors, large Velvet Flowers and Clusters of smaller flowers.
(Neckwear Dept.—ground floor)

Big Clearance Sale of Ready-to Wear Hats

FELT, VELVET, SILK AND VELVET
A large assortment of fashionable and attractive models greatly reduced for immediate disposal.
No Approval—No Exchange
Many in the plain tailored styles are of Felt and Gros-grain Ribbon.
Trimmings of Silk Pugaree Bands, Ornaments, Motifs, etc., are largely featured.
Styles, shapes and colors are numerous and varied.
Just Two Prices
\$1.00 \$1.50
(Millinery Dept., 2nd floor)



Children's Party Dresses

In white voile, silk net and crepe de chene. Colors: Powder blue, tangerine, jade, scarlet and many other colors. These may be had with or without bloomers. Sizes 2 to 13 years. Prices range from \$1.65 to \$15.

(Children's Dept., 2nd floor.)

The Party Season is Here and so are the New Silk Socks for Children.

Two styles in white, pink, blue and pongee. Sizes 4 1-2 to 6 1-2.

New Chiffon Silk Hose—Colors, nude, pongee, gun metal, cinnamon, beige, etc.
(Hosiery Dept.—ground floor)

Manchester Robertson Allison Limited
KING STREET • GERMAIN STREET • MARKET SQUARE •