

Niagara Power Contract Submitted Terms Laid Down By Commission

Proposed Agreement in Full Now
in Hands of City Clerk
Baker.

The Advertiser has been able to secure a copy of the proposed contract submitted to the City of London and the other municipalities by the Hydro-Electric Commission. It is in full, as follows:

THIS INDENTURE, made the 4th day of May, 1908, between the Hydro-Electric Power Commission of Ontario, acting herein on its own behalf and with the approval of the Lieutenant-governor in council (hereinafter called the commission), party of the first part, and the municipal corporation of Toronto, Hamilton, London, Brantford, Guelph, Stratford, St. Thomas, Woodstock, Berlin, Galt, St. Marys, Hespeler (corporations) party of the second part.

Whereas, pursuant to an act to provide for transmission of electrical power to municipalities, the corporations applied to the commission to transmit and supply such power from Niagara Falls and the commission entered into contracts, hereto attached, with the Ontario Power Company of Niagara Falls, (hereinafter called the company), for such power at the prices set forth in the schedule, hereto attached, and the commission furnished the corporations with estimates, as shown in said schedule, of the total cost of such power, ready for distribution within the limits of the corporations, and the electors of the corporations assented to bylaws authorizing the corporations to enter into a contract with the commission for such power, and the commission have estimated the line loss and cost to construct, operate, maintain, repair, renew and insure a line to transmit, nominally 30,000-horsepower with total capacity of 60,000-horsepower of

received by the commission on or before the fourth and paid by the corporations on or before the 15th of each month. If any bill remains unpaid for fifteen days, the commission may, in addition to all other remedies and without notice, discontinue the supply of such power to the corporation in default until such bill is paid. No such discontinuance shall relieve the corporation in default from the performance of the covenants, provisions, and conditions herein contained. All payment in arrears shall bear interest at the legal rate.

Exclusive Contract.

(b) To take electric power exclusively from the commission during the continuance of this agreement; provided, if the commission is unable to supply said power as quickly as required, the corporation may obtain the supply otherwise until the commission has provided such supply; thereupon the corporations shall immediately take from the commission; and the corporations may generate, store or accumulate electric power for emergencies, or to keep down the peak load of the power taken from the commission; and nothing herein contained shall affect existing contracts between the corporations and other parties for a supply of electric power, but the corporations shall determine said contracts at the earliest date possible.

Four Per Cent.

(c) To pay annually, interest at 4 per cent per annum upon its apportioned part of the moneys expended by the commission on capital account for the construction of the said line, transformer stations and other necessary works, shown, respectively, in column six of said schedule, subject to adjustment under paragraph ten.

(d) To pay an annual sum for its proportionate part of the cost of the construction of said line, stations and works, shown, respectively, in column six of said schedule, subject to adjustment under paragraph ten, so as to form in thirty years a sinking fund

but as soon as the cause of such interruption is removed the commission shall without delay supply said power as aforesaid and the corporations shall take the same, and each of the parties hereto shall be prompt and diligent in removing and overcoming such cause or causes of interruption.

Interruptions.

7. If, and so often as, any interruption shall occur in the service of the company due to any cause or causes, other than those provided for by the next preceding paragraph hereof, the commission shall recover and pay to the corporations as liquidated and ascertained damages, and not by way of penalty, as follows: For any interruption less than one hour double the amount payable for power, which should have been supplied during the time of such interruption; and for any interruption of one hour or more, the amount payable for the power, which should have been supplied during the time of such interruption and twelve times the last mentioned amount in addition thereto, and all moneys payable under this paragraph when the amount thereof is settled between the commission and the company may be deducted from any moneys payable by the corporations to the commission, but such right of deduction shall not in any case delay the said monthly payments.

8. The maintenance by the commission of approximately the agreed frequency at approximately the agreed frequency at the sub-station in the limit of the corporation shall constitute the supply of all power involved herein and the fulfillment of all operating obligations hereunder; and when voltage and frequency are so maintained, the amount of the power, its fluctuations, load factor, power factor, distribution as to phases, and all other electric characteristics and qualities are under the sole control of the corporations, their agents, customers, apparatus, appliances and circuits.

Contracts.

9. In case any municipal corporation, or any person, firm or corporation which shall contract with the commission or with any municipal corporation for a supply of power furnished to the commission by the company shall suffer damages by or neglect of the company, and such municipal corporation, person, firm or

than a municipal corporation, shall be computed as part of the quantity supplied to such corporation, but such corporation shall not be liable to pay for the power so supplied, or otherwise in respect thereof.

12. It is hereby declared that the commission is to be a trustee of all property held by the commission under the agreement for the use of the corporations and other municipal corporations supplied by the commission, but the commission shall be entitled to a lien upon said property for all moneys expended by the commission under this agreement and not repaid. At the expiration of this agreement the commission shall determine and adjust the rights of the corporations and other municipal corporations, supplied by the commission, having regard to the amounts paid by them, respectively, under the terms of this agreement, and such other considerations as may appear equitable to the commission and are approved by the Lieutenant-governor-in-council.

Final Agreement.

13. Each of the corporations agrees with the other:

(a) To take electric power exclusively from the commission during the continuance of this agreement, subject to the provisions above set forth in paragraph three (b).

(b) To co-operate, by all means in their power, at all times, with the commission, in the quantity of power required from the commission, and in all other respects to carry out the objects of this agreement and of the said act.

14. If differences arise between the corporations the commission may, upon application fix a time and place to hear all representations that may be made by the parties, and the commission shall, in a summary manner, when possible, adjust such differences, and such adjustment shall be final. The commission shall have all the powers that may be conferred upon a commissioner appointed under the act respecting inquiries concerning public matters.

15. This agreement shall extend to, be binding upon and enure to the benefit of the successors and assigns of the corporations and the commission, and in all other respects to carry out the objects of this agreement and of the said act, an order-in-council has been passed and approved by the Lieutenant-governor-in-council expressly declaring that this agreement shall form part of the statute in force in the province of Ontario.

In witness whereof the commission and the corporations have respectively affixed their corporate seals and the hands of their proper officers.

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO,
Commissioners.

ARTHUR STRINGER'S
LATEST SUCCESS

Critics Highly Praise His New
Book—Story Begins in
This City.

Arthur Stringer's new novel, "The Under Groove," which promises to be the most popular of all his books, should hold an especial interest for Londoners, since the hero of the story begins his life here as a Grand Trunk Railway operator. It is at the Grand Trunk station in this city that Mr. Stringer's hero undergoes that complete loss of memory which changes the entire course of his life and sends him to New York as an altogether different man. But outside of this local interest, the book seems to have a wider appeal. The New York Commercial even goes so far as to claim that it has "Raffles" beaten to a standstill. "The Brooklyn Eagle" calls it "thrilling" and "original" and further says: "It is cleverly planned, well worked out, and gives a keen dramatic touch to its denouement. Taken as a whole, 'The Under Groove' has unusual quality."

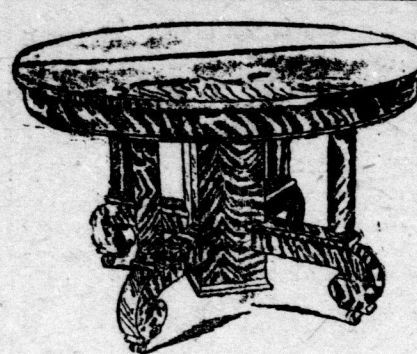
The New Haven Journal-Courier declares: "There is a thrill, and moments of suspense, for the reader in each chapter, and in this new book of astonishing adventures some of the latest inventions are introduced with startling realism." The Pittsburg Post also agrees that "the book is fascinating," and this verdict is seconded by the Chicago Record-Herald, which says it is "all clever, ingenious, exciting."

The Newark Call likewise says: "For excitement, unadulterated and long-drawn-out, let Arthur Stringer's 'The Under Groove' be commended." The book is unquestionably the best thing Mr. Stringer has done. The Philadelphia Inquirer agrees that Mr. Stringer's pages are "delicious, and make mighty good reading," while the less exuberant Toronto Globe decides that "it is a volume that one can scarcely lay down from the first page to the last, so absorbing and swiftly-moving are its scenes and incidents," and that "the author has maintained, if not exceeded the fascination of his earlier stories and shows an advance in literary workmanship." Indeed, the critic of the Montreal Herald says: "The Under Groove" is "Sherlock Holmes" with a soul. Even the New York Times, after outlining the movement of the story, comments thusly:

"The adventures themselves are thrilling, a modern Arabian Nights flavor of romance clings to them, and the charm of Mr. Stringer's style is very marked. The theory of second personalities receives a clear presentation in this story, and the disagreeable impression conveyed in several late books or plays, where the hero is a scoundrel, is changed in this volume to a comprehending and pity for a man who has suffered a terrible misfortune—a moral illness induced by a

SPECIALS FOR NEXT WEEK Two Carloads of Furniture

These goods come from a manufacturer who was so anxious to keep his factory running full steam ahead that he forfeited his profit. He would rather keep his hands busy now, and take chances on getting profit later on. NOW we're willing to pass them on to you and let YOU do the saving. We haven't room to illustrate all of these bargains, but there are many more just as good as these illustrated below.



\$25.00 Pedestal Extension Table, 8 feet long when extended, hand polished. Special at \$16.50



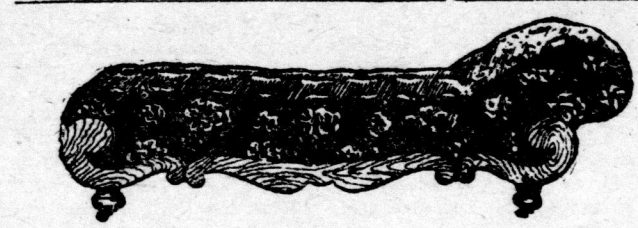
\$1.25 Surface Oak Dining Chair, polished. Special ... 95¢



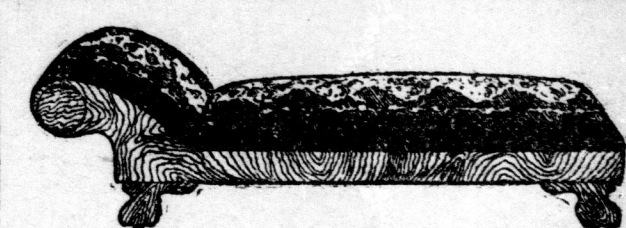
85¢ Chair, neatly carved. Special ... 63¢



\$4.00 Solid Oak Rocker, polished. Special at \$2.45



\$15.00 Couch, solid oak frame, steel constructed. A big seller, at \$15.00 Upholstered in genuine Verona, red, brown or green. Only 40 of these to clear at \$10.75



\$9.50 Couch, heavy frame, upholstered in assorted velours. Only 24 of these to clear, at \$6.95

We still have several hundred Bed-Springs and Mattresses to clear at factory prices. Also 75 Brass Beds purchased at a small per cent on the dollar.

The Ontario Furniture Co'y

228-230 DUNDAS ST. LONDON'S LARGEST FURNITURE HOUSE.

NEW I. O. F. RATE ATTACKED

St. John, N. B., May 15.—The proposed increase of rates in the I. O. F. was attacked at the opening of the High Court of New Brunswick yesterday. H. W. Woods, M. P. P., high chief, was in the chair.

High Secretary F. W. Emmerson strove to make a statement relative to the proposed increase in rates. He said that plan "B" was not generally understood. If it were adopted the older members would have to pay a higher rate than at present, but would not have to pay any back assessments or have the amount of insurance reduced.

A member said that many in the order had been guided by Mr. Emmerson's assurances, and he should say whether he now believed himself to have been mistaken when he gave those assurances.

Is Now at Sea.
Mr. Emmerson said he believed all he had ever said. He had relied absolutely on Dr. Oronhyatekha's statement of the case. But now he was at sea.

D. G. Lingley, P.E.C.R., declared he believed the statement of Dr. Oronhyatekha still. Figures seemed to show that under the new rates insurance in the I. O. F. would be more expensive than in a good old-line company. He moved that it is not expedient that any change in the rates be made for at least five years. This resolution was seconded by Mr. Howe of Wolford.

Dr. A. W. MacRae supported the old rates because convinced from actual statements they were right. He expressed the view that parliament would not insist upon the proposed change.

The reports of the high court officials today showed the best financial position since the high court was established. There were 8,277 members on April 1, an increase of 274 in the year.

DR. A. W. CHASE'S CATARRH CURE... 25¢.

SHOO FLY! SCREEN DOORS

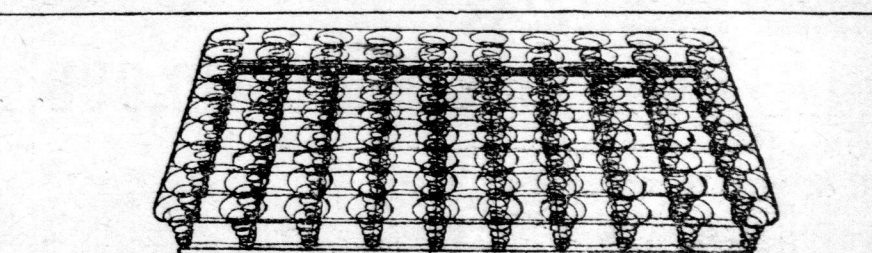
Must be put up now. Regular sizes are 2 foot 8 inches by 6 foot 8 inches. 2 foot 10 inches by 6 foot 10 inches 3 foot by 7 foot.

Prices 90¢ to \$2

According to style. Also screen windows in all regular sizes. BUY NOW.

WESTMAN'S HARDWARE

121 Dundas St. and Market Square



"The Spring Bed That Keeps Its Shape"

If you have not slept on a "Banner" Spring Bed you don't know what solid comfort is.

Guaranteed to please for a lifetime.



THE ONTARIO FURNITURE CO. 228-230 DUNDAS ST.

Gold Fillings

Which you have had put in have always been painful and tedious on account of the hammering necessary and the rubber used to keep the filling dry. By our new method these discomforts are done away with, and we can insert the largest gold filling for you without the least suffering.

We do not need a mallet to pound the gold and no rubber is used. LET US PROVE IT FOR YOU.

Western Dental Office S. W. Cor. Richmond and Dundas St., Phone 15

A woman who speaks from experience says it is easier to manage a husband than a hired girl. Soldiers of the garrison at Menab, Ecuador, refused a bribe, consequently a revolution was nipped before it began to revolve. Many an able seaman has found it round sailing on the sea of matrimony. MINARD'S LINIMENT CURES DYPHTHERIA.

THE NIAGARA POWER CONTRACT IN A NUTSHELL.						
Name of corporation, municipal	power applied	Maximum price per quantity of power at in h.p. Niagara Falls.	Estimated maximum cost of power ready for distribution in municipalities.	Estimated proportionate part of cost to construct transmission lines, transformer stations and works for nominally 30,000-h.p. with total capacity of 60,000-h.p.		
Toronto	10,000	\$3.40 for power	Toronto	\$18.10	Toronto	\$28,800
Hamilton	10,000	at 12,000 volts	Hamilton	17.50	Hamilton	11,500
London	5,000	or more at 25,000-h.p.	London	23.50	London	67,000
Brantford	1,500	or more	Brantford	21.50	Brantford	17,270
Guelph	1,500	taken; not for all	Guelph	21.50	Guelph	17,270
Stratford	1,500	for power	Stratford	21.50	Stratford	17,270
St. Thomas	1,500	\$10 for power	St. Thomas	21.50	St. Thomas	17,270
Woodstock	1,500	at 60,000 volts	Woodstock	21.50	Woodstock	17,270
Berlin	1,500	unit; 25,000-h.p.	Berlin	21.50	Berlin	17,270
Galt	1,500	or more	Galt	21.50	Galt	17,270
Hespeler	1,500	or more	Hespeler	21.50	Hespeler	17,270
St. Marys	1,500	for all	St. Marys	21.50	St. Marys	17,270
Preston	1,500	if power	Preston	23.50	Preston	52,670
Waterloo	1,500	taken at 60,000	Waterloo	23.50	Waterloo	67,000
New Hamburg	1,500	voltage; price to be fixed by arbitration.	Hamilton	21.50	New Hamburg	17,270

such power to the corporations, and have apportioned the part of such cost to be paid by each corporation as shown in the said schedule.

The Agreement.

Now, therefore, this indenture witnesses that in consideration of the promises and of the agreement of the corporations herein set forth, subject to the provisions of said act and of the said contracts, the commission agree with the corporations respectively: 1. (a) To construct a line to transmit the quantities of electric power, shown in column two of said schedule from Niagara Falls to the corporations shown in column one, respectively. (b) On the 10th day of December, 1909, to supply said power in quantities set forth in column nine of said schedule, or as a minimum 40 per cent less, if written notice of minimum required is given on or before 15th of July, 1909, to the corporations within the limits thereof, ready for distribution for approximately the number of volts set forth in column four of said schedule, and approximately 28 cycles per second frequency. (c) At the expiration of three months, written notice, which may be given by the corporations or any of them from time to time during the continuance of this agreement, to supply from time to time to the corporations in blocks of not less than 1,000-horsepower each, additional power, until the total amount so supplied shall amount to 30,000-horsepower. (d) At the expiration of nine months' like notice, which may be given by the corporations or any of them from time to time during the continuance of this agreement to supply from time to time to the corporations in blocks of not less than 1,000-horsepower each, additional power until the total amount shall amount to 100,000-horsepower. (e) To use at all times first-class modern, standard, commercial apparatus and plant and to exercise all the skill and diligence so as to secure the most perfect operation of the plant and apparatus of the corporations.

Subject to Provision.

In consideration of the promises and of the agreements herein set forth each of the corporations for itself, and not one for the other agrees with the commission: 2. (a) Subject to the provisions of paragraph eight (b), hereof, to pay the commission for the quantities of power shown in column two of said schedule, or 40 per cent less as a minimum, to be supplied at said date, and for such additional power supplied or held in reserve upon such notices, the price set forth in column three of said schedule in twelve monthly payments, in gold coin of the present standard of weight and fineness, and bills shall be

for the retirement of the securities to be issued by the province of Ontario. (e) To bear its proportionate part of the line loss and pay its proportionate part of the cost to operate, maintain, repair, renew and insure the said line, stations and works, shown respectively, in column seven of said schedule, subject to adjustment under paragraph ten.

(f) To keep, observe and perform the covenants, provisions and conditions set forth in said contracts, intended by the commission and the company to be kept and observed and performed by the corporations.

Pay for Three-Fourths.

(g) To pay for three-fourths of the power supplied and held in reserve at said date and upon said notices, whether the said power is taken or not and when the greatest amount of power taken for twenty consecutive minutes in any month shall exceed three-fourths of the amount during such twenty consecutive minutes, so supplied and held in reserve, to pay for this greater amount during the entire month. When the power factor of the greatest amount of power taken for twenty consecutive minutes falls below 90 per cent, the corporations shall pay for 90 per cent of said power divided by the power factor.

(h) To take no more power than the amount to be supplied and held in reserve at said date and upon said notices.

(i) To use at all times first-class modern, standard, commercial apparatus, plant and to be approved by the commission.

(j) To exercise all due skill and diligence so as to secure the most perfect operation of the plant and apparatus of the commission and the company.

3. If, as therein provided, the said contracts are continued until Dec. 19, 1939, this agreement shall remain in force until that date.

4. Said power shall be three phase, alternating, commercially continuous twenty-four hours every day of the year except as provided in paragraph six hereof, and shall be measured by curve-drawing meters, subject to test as to accuracy by either party hereto.

Inspect Plant.

5. The engineers of the commission, or one or more of them, or any person or persons appointed for purpose by the commission shall have the right from time to time during the continuance of this agreement to inspect the apparatus, plant and property of the corporations and take records at all reasonable times on giving to the corporations six hours' notice of the intention to make such inspection. The corporations shall have a like right on giving a like notice to inspect the apparatus, plant and property of the commission.

A Saving Clause.

6. In case the commission or the company shall at any time or times be prevented from supplying the said power, or any part thereof, or in case the corporations shall at any time be prevented from taking said power, or any part thereof, by strike, lock-out, riot, fire, invasion, explosion, act of God or the King's enemies, or any other cause reasonably beyond their control, then the commission shall not be bound to deliver such power during such time and the corporations shall not be bound to pay the price of said power at Niagara Falls during such time, but the corporations shall continue to make all other payments,

corporation would, if the company had made the said contracts directly with them, have had a right to recover such damages or commence any proceedings or any other remedy, the commission shall be entitled to commence any such proceedings or bring such action for or on behalf of such municipal corporation, person, firm, or corporation, and notwithstanding any acts, decision or rule of law to the contrary, the commission shall be entitled to all the rights and remedies of such municipal corporation, person, firm or corporation, including the right to recover such damages, but no action shall be brought by the corporation, person, firm or corporation, until such municipal corporation, person, firm or corporation shall have agreed with the commission to pay any costs that may be adjudged to be paid if such proceeding or action is unsuccessful. The rights and remedies of any such municipal corporation, person, firm or corporation shall not be hereby prejudiced.

Annual Adjustments.
10. The commission shall at least annually adjust and apportion the amounts payable by municipal corporations for such power and such interest, sinking fund, line loss, and cost of operating, maintaining, repairing, renewing and insuring the line and works.

11. If, at any time, any other municipal corporation, or person, or firm, or corporation, or any railway or distribution company or any other corporation or person, applies to the commission for a supply of power the commission shall notify the applicant and the corporations, parties hereto, in writing, of a time and place and hear all representations that may be made as to the terms and conditions for such supply.

Without discrimination in favor of the applicants as to the price to be paid, for equal quantities of power, the commission may supply power upon such terms and conditions as may, having regard to the risk and expense incurred, and paid, and to be paid by the corporations, parties hereto, appear equitable to the commission, and are approved by the Lieutenant-governor-in-council.

No such application shall be granted if the said line is not adequate or such supply, or if the supply of the corporations, parties hereto, will be thereby unjustly affected, and no power shall be supplied within the limits of a municipal corporation taking the power from the commission at the time of such application, without the written consent of such corporation.

Determining Quantity.

In determining the quantity of power supplied to a municipal corporation, the quantity supplied by the commission within the limits of the corporation to any applicant, other

I cured a horse of the Mange with MINARD'S LINIMENT.

Dalhousie, N. S. CHRISTOPHER SAUNDERS.

I cured a horse, badly torn by a pitchfork with MINARD'S LINIMENT.

St. Peter's, C. B. EDW. LINLIEP.

I cured a horse of a bad swelling with MINARD'S LINIMENT.

Bathurst, N. B. THOS. W. PAYNE.

