-91 944

- John Lits assigns.

ke charge of the said vote. EDWARD F. JONES,

City Clerk.

BYLAW NO. --N OF AN AGREEMENT WITH R CORPORATION OF CANADA ED FOR THE SALE TO IT OF YDRO-ELECTRIC PLANT AT WORTH LAKE AND THE TRANS-OF CANADA LIMITED TO THE

EREAS the Corporation of the City s borrowed moneys for the pur-

WHEREAS the requirements of relectric power are increasing and upon the toras contained in the ment h reinafter referred to:

lafter referred to as "the Agree- the Company

This Bylaw shall before the final provided.

OF FEBRUARY, A.D., 1929 SCHEDULE "A"

AMANULLAH'S PERIL

each with the other as follows:

ratepayers will be taken on time to time be extended, and the term to the City by the said Trustee.

the Electric Light and Power Department long to the Company. Woodworth Lake, the dam now con-Pustick, power house and machinery. and all transmission and distribution equipment and appliances in use by the Department free from all encumbrances have as is hereafter particularly set forth, at and for the price of \$375,000.00 payable on completion as later herein pro-

The Corporation shall have the right at all times, in priority to any use by the Company to take at the present ma.n with the penstock to the said dam, cipal hat water is not unnecessarily wasted Telephone Joint Pole Agreement to be ditions as noted thereon the needs of the Cor- tion of its water main with the said to the Company the use of such poles of tenance charges thereafter incurred from ame rental. he said penstock. The Company agrees such development so as to in- of the said waters is being maintained cale, and rights to the water of said lake adequate supply of electric and on being notified by the said Engi- sufficient to enable the Company to perthe increasing requirements nor that the supply of watch is being | -- its chirations he eunder.

D WHEREAS the present hydro- items of the system referred to in clause electric power for light, heat and power c plant, transmission and dis- 2 h roof intact until it shall be in a purposes that the Corporation may reon systems of the Corporation are, position to supply sufficient eleccordance with the provisions of para-W THEREFORE THE MUNICIPAL graph 16 hereof to most the then re-CIL OF THE CORPORATION OF quirements of the Corporation and the CITY OF PRINCE RUPERT ENACTS SITTERS. If at any time the Company

this agreement, when the Company shall he covenants, terms and condi- pay \$375,000, to the Corporation against Agreement are execution and delivery by the Corpora- right, license and privilege during the rmed, and it tion of appropriate instruments trans- term of this Agreement, or any renewal the Corporation is hereby au- Agreement shall have been ratified by or other equipment and appliances to the Company the as- the legislative Assembly of the Province forming or to form part of any system in paragraph 2 of the of British Columbia, when possession for the transmission, distribution and he price and upon the thereof shall be given to the Company sale of light, heat and power free from encumbrances save as herein

6. Out of the said purchase price of of the electors of the \$375,000, the sum of \$150,000, shall be any part thereof within the City, 513the manner provided in Part VI., | paid by the Corporation to the Montreal on real estate, until all debentures of ED THE MUMICIPAL COUNCIL the Corporation which constitute E CORPORATION OF THE CITY charge upon the assets herein agreed CE RUPERT THIS THIRTEENTH Le sold or on the rates derivable there from are paid and discharged. If at any time the Corporation shall make de- with the approval of the Municipal S AGREEMENT made this day fault in respect of any such debentures | Council as aforesaid, commences any he year or our Lord, one and the holders thereof or any of then. | work on the street, lane, or other puband twenty- shall salve or attach the said assets or lic place in the City in the way of exany of them or said rates, the Company tending, repairing or maintaining its shall be indemnified out of the securities said distribution system. it will com-COPPODATION OF THE CITY OF or moneys so held in trust. Pending plete the said work with all conven-RUPERT, hereinafter called such default the income of any such se- lent speed and upon the completion "poration" OF THE ONE PART, curities shall be paid to the Corporation. thereof shall restore the said public Provided that this clause shall only be place to a proper and efficient state CORPORATION OF CANADA binding until such time as an Act is f repair equal in all respects as nearly D. hereinafter called "the Com- passed by the legislature of the Province les may be to the condition of repair of British Columbia validating this in which the same was immediately that the parties hereto agreement, and the Bylaw of which it prior to the commencement of such

1. In this Agreement the term "City" upon the assets sold to the Company by mands. shall mean the City of Prince Rupert, in the City under this agreement. As soon 18 The Company will supply electric to any future tax, license, royalty, fee Corporation's right of purchase the Province of British Columbia, as at as such Act comes into force the above energy to the Corporation and to the corporation and to the corporation and to the conditional upon

"Citizens" shall mean the residents, 7. The meters of the existing con- the form of single phase alternating 26 The Company will pay to all its the said term of twenty-five years. e following Bylaw in the Coun- whether ratepayers or not, and indus- sumers shall be read so soon after the current at 110 volts, two wires, or at employees in the Corporation shall fail to Chamber, City Hall, on the 1st trial and commercial users of powers, execution of this agreement as is prac- 110 and 220 volts, three wires, at option worth Lake the prevailing rate of wages give the notice referred to in the preof March, A.D., 1929, be- of the City, and the term "Corporation" ticable by an officer of the Corporation of the Corporation of the Corporation of the Corporation of the City, together with a representative of the quency of 60 cycles per second. on the hours of 8 o'clock a.m. and the term "Company" shall include Company, and all revenue accruing there-2. The Corporation will sell and shall belong to the Corporation and be ND FURTHER TAKE NO transfer to the Company, but without billed by it, and all revenue accruing

appointed Retu ning Officer of the Company shall assume and it set out in Schedule "A" of Bylaw No. over public utilities of the Province, if, and the Company, be referred to ar-(excluding only cash on hand and in does hereby assume all the obligations of 494 of the Corporation. The Company as and when formed. bank and accounts receivable) consist- the Corporation (which are hereby trans- may, regardless of such rates, sell el- 28 (a) In the event of the Com- less there shall then be in existence ing of, but without in any way limiting ferred to the Company so as to relieve ectric power to the Company so as to relieve ectric power to the ful- a Commission of the Province of Britthe generality of the foregoing, those the Corporation therefrom) under the consumers within the City at rates filment or performance of any of its ish Columbia having jurisdiction over Co. to the Prince Rupert Drydock lands and water rights which it now following existing special agreements be- lower than those set out in said obligations under paragraphs 3, 4 and the Public Utilities of the Province, in and Shipyard for the construction Dossesses, occupied and or enjoys the use | ween the Corporation and certain light | Schedule "A" where the quantity of 26 hereof, unless in the case of a de- which event such rates or prices shall not be case of a de- which event such rates or p

February 12, 1925

Limited, dated October 18, 1926

connection of the Corporation's water have the right to make use for muni- "A." "B." "C." "D." "E" and purposes all the water required for the reason- poles of the Company as are Corporation, and with the Inspector of able and ordinary use of the Corporation situate in the City, subject to Municipalities, Victoria, B.C. The rates and the citizens, and the Corporation and in accordance with an agreement in the said Schedules shall apply take all reasonable precautions to see hereto in the standard form of the Bell the rules, regulations and general con-

or lost, and so long as joint use is made | dentified by the signatures of the Enof the said penstock the Corporation gineers of the respective parties hereto. agrees to pay one-third of the cost of Provided, however, alternatively that the maintenance of the said Penstock. the Company will lease to the Corpora-If at any time the Corporation wishes to tion (at the option of the Corporation) draw its supply of water directly from the use of each and every pole required the said dam (at an elevation not higher for the purpose of the Corporation at than the level of the present penstock) an annual rental of \$2.00 for each pole and to discontinue the present connec- and similarly the Corporation will lease penstock, it may do so and thereafter the Corporation as the Company may will be absolved from any share of main- require and, as may be available, at the

10. The Corporation will assist the that it will at all times maintain the said | Company in every possible manner, to dam in fit state of repair and will not re- btain a good marketable title to the duce the level of the waters of Wood- site of the present hydro-electric deworth Lake in such a manner as to pre- | velopment at Woodworth Lake, and to | REAS in the intrests of the cont the flow of water to the water main all lands and rights-of-way (other than development of the City it is of the City, and the City Engineer shall Treets, lanes and other public places in

endangered the Company shall comply 11. The Corporation agrees that dur-WHEREAS a drait proposed with any and all directions which said ing the term of this agreement or any wat to being main ained, but so that with the Company in the sale and disuncil of the Corporation and is no such direction shall be such as shall tribution of electrical power for light, it in Schedule "A" hereto and is "crowsitate the raising of the dam by heat and power purposes, and will purchase and take from it and from no 4. The Company will maintain all other person or corporation, all the

> 12 The Corporation hereby grants to the Company the right to carry on in the City the business of a light, heat and power company, and to install. extend, operate, repair and maintain the streets, lanes and other public places in the City, poles, conduits, wires, cables and all other necessary ecuipment and appliances for the transmission, distribution and sale of electric power for light, heat and power purposes, with the right under the supervision and direction of an officer appointed by the Corporation, to trim and cut any trees in such public places which may interfere with the proper installation or operating of the

> Company's equipment. 13 The Corporation hereby grants to the Company the sole and exclusive

14 The Company, will, before proceeding with the construction or extension of its distribution system or mit plans thereof to the Corporation and obtain the Municipal Council's approval of such plans and will.. where possible, construct, erect or lay its through and along lanes in preference to streets used as highways.

15 When the Company at any time

promise and agree forms a part and declaring that the de- work, and on default by the Company

power other than Wcodworth Lake, and will complete within two (2) years a ceding paragraph for street lighting by act of God, fire or King's enemies, execution. The rates set out in Schedexpropriation proceedings, or any cause ule "A" to Bylaw No. 494 shall be be extended for a period equal to the ratification and due execution completing said works. The Company law for injury sustained or suffered by will thereafter complete further devel- any person or property by reason of opment until 100,000 H.P. or more an act or emission of the Company, shall be available for private or com- its agents and servants, and the Commercial use for the citizens and indus pany shall indemnify and save harmtries located within the City. Such less the Corporation from all loss, further development shall be carried costs, charges damages or expenses out and completed from time to time which may arise or be incurred, sufas prespects for the sale of power fered or sustained by the Corporation justify, and if the Municipal Council as a result of the exercise by the Comshall at any time require the Com- pany of the rights, powers, and privilpany to undertake further development oges hereby granted which, without at a time or to an amount which the restricting the generality of the foreshall be referred to the Public Utilities pany on any streets er lanes in the Commission of the Province of British Columbia if such a body shall then be woodwerth to'se. in existence and if it shall be acceptable to both parties hereto: if not, hen to the Water Board constituted ince, and if such Brard shall not be acceptable to both parties hereto then the matter shall be referred to arbitration as constituted under Clause 31 of this agreement and any such decison shall be final and binding on both porties hereto and forthwith thereafter the Company shall undertake and complete such further development n accordance with such decision. exempt from Municipal taxation but

17 During the term of this Agree- the Corporation shall not impose upon ment or any renewal thereof the Com- the Company at any time any dispany will supply at all times, accer- rim natery taxation, whether by way ding to the forms herein provided, the of tax, license or other charge, electric energy required by the Corpor- (b) The Company may increase the

bentures of the City shall not be a charge onable surplus to meet increased de- and 20 hereof, to cover any increase arbitrators appointed by the Corporation

AKE NOTICE that a vote of present constituted or as it may from mentioned sum of \$150,000, shall be paid citizens for lighting and heating pur- any Government authority, Federal or its giving notice to the Company at poses, and for use in small motors, in Provincial.

> prices which the Company shall exact 27 Nothing in this Agreement shall and the rates or prices for the services Agreement made between the conditions warrant the Company in happen through an Act of God, fire, 33 The Company shall apply, in the feet long with beam of 161/2 feet Dominion of Canada. dated vided that there shall be no discrimin-Corporation and the Grand that in no such case shall the minimum

Fish and Cold Storage Com- which electric power shall be supplied pany, Limited, dated October for the operation of electric motors The Corporation shall at all times and conditions set forth in Schedules of such of the posited with the Old Clerk of the

> 20-The Company will supply, and the Corporation agrees to pay for street lighting services during the term of Corporation. this agreement subject to the following

if not paid within lifteen days from the date of the render-

ing of the account. The number or capacity of lamps, shall not be decreased at any time during this agree-

without further charge to it, hereof.

fixtures, the service for which trators, one to be appointed by the will be charged for at prices Corporation, a second by the Company. in the same proportion per and a third, or umpire, by the two 100 watt lamps as those charged for the lamps mentioned in paragraph C hereof.

(g) The Company shall not be obliged to suspend lamps between poles, nor to instal, pries on the opposite side of street to that which its ordinary equipment is instal-

Any change in the location of fixtures or lamps shall be at the expense of the Corporation. The switching of the lamps shall be done by an officer of the Company. (1) The Company is hereby exon-

erated from any liability due to the failure of any lamp or lamps to be lit at any time. 21 The prices set out in the pre-

hydro-electric development having a shall come into force immediately upon less than 5000 H.P., the passing by the electors of the bylaw but should the Company be delayed ratifying this agreement and its due over which the Company has no con- deemed to continue in force as under trol, the said time for completion shall this agreement from the time of its time during which the said cause 22 Nothing in this Sgreement shall operated to delay the Company in release the Company from liability at

going irclude any work that may at City, or at the generating plant at

23 The Company shall observe all Bylaws of the Corporation and shall conform to all regulations imposed by ... y . B. lowa witch are applicable to the "mpany and its operations

of The ried to powers and privileges reserved to and conferred upon the Comprigation by this Acreement may be cremised and enjoyed by the Municipal Council of the Corporation, and any

25 (a) The Company shall not be

Prince Rupert, and the civic rate of the right to renew this Agreement for Drydock Will Build 67-Foot Ves-19 (a) The maximum rates or wages for unskilled labour.

from or charge to consumers for light, remove the Company from the jurisdic- mentioned in paragraphs 19 and 20 warranty as to title, the entire assets of after the date of this reading shall be- heat and power in the City during the tion of any Commission of the Province hereof for such period shall, if not term of this Agreement, shall be as of British Columbia having jurisdiction agroed upon between the Corporation

or the King's enemies, or any cause name of the Corporation, at the Comover which the Company has no con- pany's expense, to the Legislature of troi, the Company will pay to the Cor- the Province of British Columbia for The vessel, of wooden construcporation in respect of each such de- an Act validating this Agreement, and fault the sum of \$100.00 per day for the Bylaw of which it forms part, and each day during which any such de- such application shall be made at the h.p. Fairbanks-Morse c.o. enfault continues, as liquidated dam- present Session of the Legislature. ages, such sum having been fixed by 34 This Agreement shall, but only

day for each day during which such undertaking, and everything

(a) The service shall be supplied and should the City so desire the said all obligations hereunder. shall be supplied by the Com- Province if it will agree to act, and if the fostering of new industries in the pany from time to time on not then to a Board of Arbitration as City spaced not further apart than this agreement, the Corporation may, Company the immunities and exemp of two spans wert in the Corporation, together with said by the said electors. of this agreement but shall sh of the Company to all future and to be mutual agree- of its proper officers in that behalf. entensions thereof. The price ment or arbitration under the Arbitraper lamp for lamps of higher tion Act, but so that nothing shall rating or canacity than afore- he paid for gaodwill or any other intional to the price for the 100 poration shall be entitled to deduct A pensity of ten per nany all moreys due or accruing due

on the part of the Company herein to the hour of 8 o'clock p.m. The Company shall install the contained, and also to apply for the specific performance of any affirmative covenant on the part of the Company case joining any other party 29 Time is of the essence of this

but the Company will furnish Agreement and of every provision there-30 The term of this Agreement shall cost, and will instal the same be twenty-five years from the date

Cost shall mean the actual in- 31 The Corporation shall have the voice price plus freight, de- right at the end of the said twentythe Company's five years to buy from the Company stores. Prince Rupert. No all the Company's property situate fixtures are to be installed within the City, together with all the for lamps of less than 100 property of the Company then situate at or near the existing Woodworth (f) The Company will upon de- Lake development, at a price which if mand of the Corporation in- not agreed upon between the Corporatstal at its own expense in the lon and the Company shall be referred streets of the City a fully to a single arbitrator in the Corporation modern ornamental system of and the Company agree upon a single high intensity street lighting arbitrator; otherwise to three arbi-

in the cost of supplying the service due and the Company respectively The least twelve months before the end of

a further period to be agreed upon, bitration as hereinbefore provided un-

to the Corporation in view of the dif- Council (which consent shall not be and delivery date is set for June ficulty of assessing the damage actual- unreasonably withheld) be assignable by the Company to an operating Power (b) In the event of the Company Company, either existing, or to be ormaking default in the performance of ganized for the purpose of carrying its obligations under paragraph 16 out the terms hereof, the said Comhereof, the Company will pay to the pany to be of sufficient financial res-Corporation the sum of \$1000.00 per ponsibility and ability to carry out the default shall continue as liquidated contained shall respectively enure to UDJLUIIV damages fixed beforehand by mutual the benefit of and be binding upon consent, in order to overcome the dif- the parties hereto, their successors and ficulty of a mathematical computation, assigns. Upon the Municipal Council as being the sum which may fairly be approving the financial responsibility considered due compensation to the and ability of the said operating Company, upon this agreement weing as-(c) In the event of the Company signed by the Company to it the Commaking any such default hereunder pany shall thenceforth be relieved of

least dusk to dawn default may be referred to the Public 35 The Company will place at the Utilities Commission of the said Prov- disposal of the Corporation and the (b) The initial installation shall ince if then fermed and if it will agree Board of Trade its Industrial Research consist of such lights as now to act, and if not then to the Water Department and endeavour in every exist and additional lights Board under the Water Act of said way to induce the establishment and

from the Municipal Council to agreement and if in the opinion of a Bylaw to the electors of the said as to the halibut. Proposals are such Commission or Board or such City under the provisions of the "Mun-The price per 100 watt or 100 Arbitrator or Arbitrators the said de- icipal Act" for the ratification of made which meet with the unanicandlepower lamp or lamps, fault shall justify the termination of this agreement, and to grant to the mous opposition of the men enon alternate poles, skall be by notice in writing to the Company, tions herein contained, and this ag. gaged in the industry, particularly \$15.00 net per year, with terminate this Agreement and thereupon reement shall have no force or effect additional charge of \$.50 per all the assets hereinbefore enumerated and shall not be enforceable until the month for each pole span used in Clause 2 hereof shall forthwith re- same is ratified and confirmed as afore-

This additional all improvements effected thereon, and IN WITNESS WHEREOF the City has charge shall not, however, be all such further assets as may have caused these presents to be signed by applicable to any lamps instal- been acquired by the Company in con- its Mayor and City Clerk and its Corled at the date of the execution rection therewith, and the Corporation porate Seal to be affixed hereto, and be applicable in the discretion the fair value of all such material as- corporate seal attested by the hands

> BYLAW NO. -TAKE NOTICE that the above

is a true copy of the proposed bycent! (10%) shall be charged from the Company to the Corporation law upon which the vote of the municipality will be taken in the Council Chamber, City Hall, on time, in its own name, to apply for an the 1st day of March, A.D., 1929, from the hour of 8 o'clock a.m.

> EDWARD F JONES, City Clerk



sel for Canadian Fish & Cold Storage Co.

Contract has been awarded by the Canadian Fish & Cold Storage of a standard type fish packer 67 and eight feet eight inches depth. tion, will be equipped with a 60

Constituction will start at once 1 prior to the opening of this

(Ketchikan Chronicle)

Nothing should be considered more seriously than the proposed international fisheries regulations is to the closing of certain fish-

When hearings were being held in Ketchikan by the internat onal ommission, there was a spirit shown by the vessel owners and aptains that was remarkable, a desire to co-operate with the commission in every way for the preservation of the industry. Now, when in one voice they raise he'r objections, it becomes an ocasion for careful study by all those who are directly or inirectly concerned. It at once becomes the duty of the Commerial Club to study the situation, and likewise for other organizations to go into it. Conditions warranting, every effort must be made to advance the interests of those engaged in fishing and the halibut production.

WISDOM FRUM BABES

Peggy had been to the circus and mother thought to impress a lesson.

"When dogs and ponies and monkeys obey so well, don't you think a little girl ought to obey even more quickly?" she said.

901100

"Yes, Mummy," was the instant reply, "and I would if I had been as well trained as they have."-Pearson's Weekly.

The Romance that ended so soon

Her version: What a disappointment Bob had been! Once he was always bright and cheery-well-groomed. Then something happened. Bob became careless. Seemed to lose his ambition. Even his appearance was affected. Why, she was actually ashamed of him now!

His version: What had come over Mary? Two years ago he had been so much in love

cross. Her old-time youth and charm had fled. True, he'd slipped somewhat, himself. But, Mary. . . .

What a tragedy that constipation can wreck so much happiness! It begins with such little things -headaches, listlessness. But it eventually saps the strongest body, and may lead to serious disease. And all the while it could be so easily prevented -so surtly relieved. Kellogg's ALL-BRAN is guaranteed to relieve constipation—to safely prevent it.

ALL-BRAN is effective and natural Bulk or roughage relieves constipation in a





natural way. ALL-BRAN furnishes bulk in generous quantity because it is 100% bran. It carries moisture through the intestines, gently sweeping out poisons. Partbran products seldom contain sufficient bulk to be completely effective. Doctors recommend ALL-BRAN because it is 100% bran-100% effective.

Don't risk drugs!

with her. But these days she was always so ALL-BRAN brings lasting relief. Far better than habit-forming pills whose dose must be ' constantly increased. ALL-BRANis an appetizing cereal-delicious with milk or cream, fruits or honey added. Mix it with other cereals. Sprinkle into soups. Use it in cooking. Eat two tablespoonfuls daily-chronic cases, with every meal. It will protect the health of your family.

> All grocers sell Kellogg's ALL-BRAN. Served at hotels, restaurants, on diners. Made by Kellogg in London, Ontario.



Guaranteed!

Kellogg's ALL-BRAN is sold with this definite guarantee: Eat it according to directions. If it does not relieve constipation safely, we will refund the purchase price.

Father Time: "That's the consequence of wanting to get ation and the citizens for light, heat rates or prices which it is authorized