

HYDRO CONTRACT SIGNED; OFFER TO COMPANY VOTED BUT NOT AS A FINALITY

(Continued from page 1)
Commissioner Frink expressed the opinion that any complaint which the bond dealers had in regard to values destroyed should not be directed at the city but at the legislature of New Brunswick and at the government which had made the development at Musquash. If people had invested under the Act of 1920 they should now look to the legislature for redress.

Mayor Fisher said it was not necessary to say whether he thought the Power Co. would accept or reject the offer. The object of making it was to decide as to whether the city was to purchase the Power Co. or build a civic distribution system. He then put the motion and declared it carried.

Before adjournment the mayor announced that as soon as the contract was signed he would call the council together to nominate the members of the civic power commission, which would consist of three members, the mayor being, ex-officio, one.

THIS CONTRACT made this day of A. D. 1922.

BETWEEN THE NEW BRUNSWICK ELECTRIC POWER COMMISSION, a body corporate, organized and existing under the laws of the Province of New Brunswick, hereinafter called the "COMMISSION" OF THE FIRST PART;

AND THE CITY OF SAINT JOHN, hereinafter called the "CITY" OF THE SECOND PART;

WITNESSETH:—

1. THE COMMISSION CONTRACTS to reserve and deliver to the CITY,—

(a) Ten million kilowatt hours of electrical power and energy per year, which at the option of the City may be increased to fifteen million kilowatt hours of electrical power and energy per year, the City's peak requirements in any case not to exceed an integrated twenty (20) minute peak of four thousand seven hundred and fifteen kilowatts and not to exceed five thousand five hundred and forty-seven kilowatt amperes.

(b) To reserve, deliver and supply to the City at cost additional electrical power and energy as requested by the City from time to time, over and above the amount specified in section (a), clause (a) hereof, provided that eighteen months notice shall be given by the City to the Commission from time to time, specifying the additional amount of power and energy requested under this clause.

(c) To exercise all due skill and diligence so as to secure efficient and economical operation of the plant, equipment, lines and apparatus of the Commission for the benefit of the City.

(d) Such power and energy is to be delivered and supplied at the high tension terminals of the City's sub-station at a normal voltage of 66,000 volts on a 24-hour basis throughout the year and for the purposes of this contract to be measured at the low tension side of the City's switchboard.

2. THE CITY CONTRACTS:—

(a) To purchase from the Commission all the electrical power and energy which the Commission contracts to deliver and supply under Clause (a) of Paragraph 1 hereof.

(b) To pay the Commission on a kilowatt hour basis for the cost of the electrical power and energy contracted to be supplied under this contract, such cost to be adjusted, apportioned and fixed annually by the Commission; provided that the amount which the City shall be required to pay shall not in any case (except as hereinafter provided in this section) exceed an amount equivalent to one and two tenths (1.2c) cents per kilowatt hour for the electrical power and energy which the City hereinafter agrees to take and pay for. The minimum quantity to be taken and paid for by the City shall be Ten Million Kilowatt Hours annually. When the power factor of the power taken by the City falls below 85 per cent the City shall pay for 85 per cent of the true kilowatt hours divided by the power factor.

(c) To ensure that suitable space is provided in the aforementioned sub-station for the installation of such switching equipment, meters and measuring devices as may be considered necessary by the Commission for controlling and measuring the power and energy contracted to be supplied under this Contract and for the operation and maintenance of said apparatus by the Commission, its servants,

agents and employees. The site of the proposed sub-station shall be within the City at a point on the main transmission line of the Commission to the City of Moncton, such point to be selected by the Commission and the City.

(d) Not to use or suffer to be used its plant or equipment or the power and energy supplied hereunder in such manner as to impair the efficiency of the Commission's undertaking of the Commission.

(e) The amounts payable by the City from time to time shall be paid monthly at the office of the Commission in Saint John, cheques payable at par, within thirty days after the rendering of accounts as provided for in sub-section (b) of this section.

(f) The Commission shall render to the City tentative accounts on or before the fifth day of each month for such amount as shall be due for the month of the preceding month. The first of such tentative monthly accounts shall be rendered on or before the fifth day of the month following the date specified in a notice given to the City at least thirty days previously thereto as the date on which the Commission is ready to deliver and supply electrical power and energy under this contract.

(g) The Commission shall annually adjust, apportion and fix the cost of such electrical power and energy as provided in Section 2 (b) of this contract and as soon as possible after such adjustment, apportionment and fixing of such cost shall submit an account to be known as the "adjustment account" showing a comparative statement between the cost of such electrical power and energy for the preceding year and the amounts of the tentative monthly accounts which have been rendered and paid in respect of same. In case of the apportionment and fixing of the cost of electrical power and energy as between the City and other customers of the Commission, consideration shall be given by the Commission to the factor of kilowatt ampere demand as such as kilowatt hour consumption. If upon such adjustment account any additional amount is shown to be due by the City (the total amount in any event not to exceed one and two tenths (1.2c) cents per k. W. H. in respect of power factor pursuant to section 2 (b) the same shall be paid within sixty (60) days after the rendering of such adjustment account that the Commission has been overpaid the cost, a refund shall be made by the Commission to the City within such sixty (60) days.

(h) All payments in arrears shall bear interest at the rate of six per centum per annum.

3. The electrical power and energy the subject hereof shall be alternating, having a normal frequency of 60 cycles per second which shall not vary more than 3 cycles above or below normal, and shall be delivered as aforesaid at a nominal voltage of 66,000 volts which shall not vary more than 3 per cent above or below normal or such other voltage as may from time to time be mutually agreed upon by the Commission and the City. The electrical power and energy supplied at the sub-station shall be three-phase.

4. The maintenance by the Commission of the approximately agreed voltage at the approximately agreed frequency at the point of delivery specified herein shall constitute delivery hereunder.

5. The Commission shall have the right to temporarily discontinue the supply of electrical power and energy in whole or in part to the City when essential for the purpose of safe guarding life or property, or for the purpose of making repairs, renewals, or replacements to the plant, equipment, lines or apparatus of the Commission. In all such cases where it is practicable to do so, notice shall first be given to the City and the Commission will do everything reasonably necessary to ensure that such interruptions will be of the shortest duration practicable, and where practicable such interruptions will be arranged for a time least prejudicial to the interest of the City and its customers.

6. The Commission and its engineers or any other suitable person or persons appointed for that purpose by the Commission, shall have the right from time to time during the continuance of this contract, to inspect at reasonable hours the plant, lines,

equipment and apparatus of the City installed or used in connection with the receipt, distribution and use of the electrical power and energy the subject of this contract, and to take records respecting the same and the operation thereof, and the City and its engineer or engineers or any other suitable person or persons appointed for that purpose by the City shall have or permit to be had access to and taking records of the Commission in respect to the plant, lines, equipment and apparatus of the Commission installed or used in connection with the reservation, supply and delivery of such electrical power and energy.

8. In case the Commission should for any period or periods be prevented from supplying or the City from receiving said electrical power and energy, or any part thereof, by strikes, lock-out, fire, invasion, explosion, act of God or of the King's enemies, or any other cause reasonably beyond the control of the Commission or of the City respectively then as the case may be, the Commission shall not be bound to deliver, or the City shall not be bound to receive, distribute or pay for such electrical energy during such periods and the total quantity agreed to be paid for by the City, whether used or not shall be reduced, if not actually taken by the City, by the amounts which would have been taken by the City during such discontinuance, said amounts to be calculated upon the basis of the amounts received during the month preceding the month succeeding such interruption. Notwithstanding anything in this section contained the Commission shall not be relieved of performance by reason of shortage of water at the plant of the Commission or destruction or impairment of a dam or dams or other structures of the Commission by floods, scouring, imperfect construction, or by reason of defective operation or negligent operation or maintenance of the hydro electric equipment, and the Commission shall be relieved of performance by reason of any such thing.

9. When either party desires and it is physically possible and in accordance with good engineering practice, poles, conduits, towers, cross arms and other similar equipment, may be used jointly by the Commission and the City for the purposes of either of them on such terms and conditions as may be mutually agreed upon, and if no agreement can be reached then the question as to the practicability of such use and the nature and provisions of such terms and conditions shall be determined by the Board of Commissioners of Public Utilities, or in case of their refusal to act by arbitration under the Arbitration Act.

10. The books, accounts and vouchers of the Commission evidencing the cost of such electrical power and energy are to be open for inspection and examination at reasonable hours by a representative of the City duly qualified and authorized in that behalf, and the books, accounts and vouchers of the City with reference to the subject matter of this contract are to be open for inspection and examination at reasonable hours by a representative of the Commission duly qualified and authorized in that behalf.

11. All notices provided for herein shall be in writing and shall be considered as duly served and given if mailed duly prepaid and registered at the post office of the City of St. John addressed to the Common Clerk, at St. John, N. B. or if mailed duly prepaid and registered at the post office in the City of St. John addressed to the Secretary of the New Brunswick Electric Power Commission, St. John, N. B., as the case may be, and same shall be considered as having been served and given on the day following the date when such notice was so posted.

12. The sale or other distribution of the electrical power and energy by the City shall be restricted to bona fide consumers and users of the said electrical power, and the City convenants, promises and agrees with the Commission that it will not either directly or indirectly sell, dispose of or deliver the said electrical power or energy or any part of quantity thereof to any person, firm or corporation for the purpose of resale or distribution by such person, firm or corporation at a profit, unless with the assent of the New Brunswick Electric Power Commission.

13. In the event of the Commission selling power and energy to any village, town or incorporated hydro electric district within a radius of fifteen miles from the City and the said village, town or incorporated hydro electric district or any of them desire to receive electric power and energy from the sub-station of the City and it is in accordance with good engineering practice to do so the Commission shall with the consent of the City deduct the amount of electrical energy so sold from the quantity which the City agrees to take under this contract.

14. This Contract shall continue for fifteen years from the first day of May A.D. 1923 and shall endure to the benefit of and be binding upon the respective parties hereto and their respective successors.

15. The City shall have the option to renew this Contract for a further term of fifteen years and on the same terms and conditions as are herein contained.

IN WITNESS WHEREOF THIS AGREEMENT has been duly executed by the parties.

WEST SIDE SALE

Jewel Rebekah Lodge, West St. John, held a tea and sale yesterday afternoon from 5.30 to 7, in their hall on Market Square and were most successful in selling all their fancy work and serving a large number of patrons, greatly swelling their funds.

Mrs. P. A. Parks was the general convener and the decorating, which was carried out in green and pink, the colors of the lodge, was in charge of Mrs. Charles Nelson, Miss Ida Belyea and the Misses Helen and Jessie Brittain. Mrs. C. E. Belyea, Mrs. Francis Brittain, Mrs. George Carleton, Mrs. McAndrews, Miss Henrietta Lambert and Miss Newcomb were in charge at the supper table; fancy work, Mrs. Alward, Mrs. Wilkie and Miss Maud Reed; candy, Mrs. C. Nelson, Mrs. McMaster; replenishing, Miss Helen Brittain and Mrs. Johnston; refreshments room, Mrs. Bessie Clark, Mrs. Edward Jones, Mrs. Barcham, Mrs. George Cuthbertson, Mrs. J. A. Campbell, Mrs. Brown, Mrs. I. Griffiths, Mrs. William Gregory, Mrs. Adams, Mrs. Edward Irons. Those who looked after the tickets were: Misses Laura Parks and Harriett Smith. The waitresses were the younger members of the lodge.

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That is the remark usually made about Standard products—they're PURE. Every effort is made to insure your safety. Every bottle of Milk or Cream, every pound of Butter—in fact, every Standard product reaches your table with a guarantee of Purity behind it.

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SOME WEEK-END SPECIALS



Men's Lace Boots, Brown or Black on a nice sensible last \$4.85

Men's High-cut Shoe-pacs with Soles and Heels. Exceptional value \$4.00

Ladies' Storm Rubbers .75

Ladies' Kid 1-Strap Slippers, low heels. You'll like these. \$2.00

Gray's
397 Main Street

CANTERBURY STREET POKER GAME LEADS TO SUIT IN COURT

A case in the city court yesterday morning which attracted considerable interest was one in which Parker O'Leary took action against Maxwell Brager for the recovery of \$40 alleged due the plaintiff. The case arose over a card game played, according to the evidence, in Canterbury street.

O'Leary swore that he had received two checks, one for \$20 and one for \$10, signed by the defendant, on May 19, 1921. He had taken them to the Standard Bank. He had loaned Brager \$10 the same night. He had received the checks from Louis Corey on the same evening. Corey had given them to him for money, as he owed him \$50 in a poker game.

At this point, C. J. Mellday, for the defence, asked that the case be dismissed, as the consideration was gambling. S. G. Mooney, for the plaintiff, argued that the checks made an account rated and could be collected. O'Leary said he gave Brager the money as he was leaving Canterbury street.

Maxwell Brager said he gave the checks to Corey. They were for gambling debts. He said Corey was the man who looked after the game. Brager said he had lost all he had that night. He had given checks for chips with which to play poker. Seven or eight persons were playing in the game. He could not remember if he gave the checks to O'Leary or Corey. He had lost \$150 that night. Mr. Mellday again quoted Chapter 145 of the Consolidated Statutes of

The Wonderful BREATHEABLE REMEDY



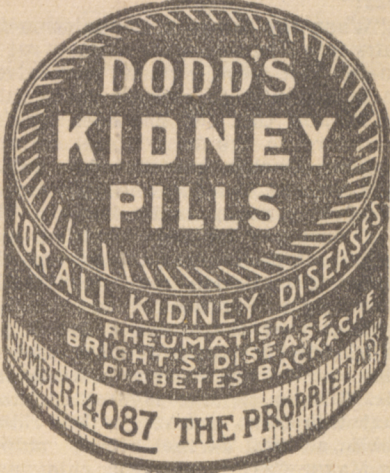
All Dealers 50c. box, or from The Pease Co. Toronto.

New Brunswick in support of his contention that the amount could not be collected, and the magistrate postponed the case until next Thursday for judgment.

FAIRVILLE GYM ELECTION

The Fairville Gymnasium Club, under the auspices of the Baptist church held its organization meeting for the season last evening, and elected the following officers: Rev. C. T. Clark, pastor, honorary president; J. Fox, president; Miss Lillian Finlay, vice-president; Byron Linton, secretary; treasurer; Edith Carvell, an additional member of the executive.

E. Allen, a noted gymnast, was present and gave some points to the young people as they engaged in an informal game of basketball, in which the girls showed the superior skill.



A Truly Delicious Tea "SALADA" ORANGE PEKOE BLEND

This is a blend of the tiny young leaves full of richly flavoured essence. Your grocer sells this new blend at 40c. for the ½ pound packet.

We will gladly mail a sample. SALADA, MONTREAL.

Cold Mornings--Substantial Breakfasts

The two go together always. Of course you can have eggs if you want them, but it's certain that you'll want either Ham or Bacon.

If you're particular about what you eat—if you want the best you'll get Taylor's.

It's Spiced, Sugar-cured and then smoked with Pure Rock Maple, and that means flavor.

Always Say TAYLOR'S
G. B. TAYLOR ST. JOHN, N. B.



J. Arbo refereed the games. This gymnasium has established a name in the community and is contemplating making good in the contests in which it will compete during the winter.

Our 25c Specials are 2nd only to the great hydro issue in town talk. We have added a few more to our list for week end shoppers.

- 2 Bottles Patterson's W. Sauce... 25c
- 5 lbs. Graham Flour... 25c
- 6 lbs. Pastry Flour... 25c
- 5 lbs. Barley... 25c
- 1 lb. Can Gold Seal Baking Powder... 25c
- Best Shrimps... 25c tin
- 3 cakes Plantol Soap... 25c
- 3 cakes Palmolive Soap... 25c
- 3 tins Libby's Tomato Soup... 25c
- 2 tins Peas... 25c
- 2 large tins Tomatoes... 25c
- 2 tins Corn... 25c
- 2 tins Blueberries... 25c
- 2 tins Clark's Beans... 25c
- 2 tins Egg Power... 25c
- 2 tins Plums... 25c
- 1 tin Libby's Peaches... 25c
- 35c tin Red Pitted Cherries... 25c
- 30c tin Peas... 25c
- 2 tins Norwegian Sardines... 25c
- 4 tins Brunswick Sardines... 25c
- 2 tins Old Dutch... 25c
- 1 tin California Apricots... 25c
- 1 lb. Fresh Coconut... 25c
- 1 lb. pkg. Todhunter Cocoa... 25c
- ½ lb. Choice Shelled Walnuts... 25c
- ½ lb. Choice Shelled Almonds... 25c
- 2 pkgs Seedless Raisins... 25c
- 2 pkgs Seeded Raisins... 25c
- 2 lbs. Cooking Figs... 25c
- 2½ qts. Small White Beans... 25c
- 1½ qts. Yellow-eye Beans... 25c
- 10 lbs. Best Onions... 25c
- 2 qts. Cranberries... 25c
- 5 lbs. Best Oatmeal... 25c
- 7 lbs. Cornmeal... 25c
- 5 lbs. Western Grey Buckwheat... 25c
- Sweet or Mustard Pickles... 25c bot.
- 3 lbs. Lima Beans... 25c
- 4 lbs. Rice... 25c
- 2 pkgs Lantic Pulverized Sugar... 25c
- 3 pkgs Choclati... 25c
- 3 tins Cowan's Cocoa... 25c
- ½ lb. tin Baker's Cocoa... 25c
- 2 pks Rival Shaker Salt... 25c
- 2 boxes Matches... 25c
- 6 rolls Toilet Paper... 25c
- 7 cakes Castle Soap... 25c
- 7 cakes Tar Soap... 25c
- 3 cakes Lifebuoy Soap... 25c
- 3 cakes Fairy Soap... 25c
- 3 cakes Ivory Soap... 25c
- 3 cakes Surprise Soap... 25c
- 4 pkgs Soap Power... 25c
- 2 tins Old Dutch... 25c
- 15 oz. glass Raspberry Jam... 25c
- 15 oz. glass Black Currant Jam... 25c
- 16 oz. glass Marmalade... 25c
- 2 tins Condensed Cocoa... 25c
- 1 tin Clark's Corned Beef... 25c

Sausages fresh daily at 18c lb.
2 lbs. for 35c.
Flour and Sugar at less than today's Wholesale Cost.

Robertson's
11-15 DOUGLAS AVENUE
Phones M. 3461 and 3462
Cor. Waterloo and Golding Streets.
Phones M. 3457, M. 3458.

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Ask for Dominion Rubbers

Of course you should wear Rubbers; they are essential to your health in winter.

It certainly would be poor policy to go all day with cold, wet feet when good DOMINION RUBBERS mean so much to you in health, comfort and economy.

DOMINION RUBBERS have the sturdy toughness that means long, satisfactory wear—and there is a style and shape to fit comfortably every shoe for men, women and children.

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