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BEING a By-law to authorize the Municipal Corporation of the Town of North Bay to enter into an agreement with the J.P. Quinlan Manufacturing Company for enlarging and extending the furniture business carried on by the said J.P. Quinlan Manufacturing Company in the Town of North Bay and for guaranteeing the debentures or bonds of the J.P. Quinlan Manufacturing Company (Limited) to the amount of fifteen thousand dollars and interest thereon.

Whereas it is deemed advisable by the Municipal Council of the Town of North Bay that an agreement be entered into between the said Corporation and the J.P. Quinlan Manufacturing Company for guaranteeing the debentures or bonds of the J.P. Quinlan Manufacturing Company Limited to be incorporated as provided in said agreement, up to Fifteen Thousand Dollars, for granting exemption from certain taxes, for fixing the water rates to be charged to the said Company, provided the assent of the electors of the Town of North Bay is obtained therefor.

AND WHEREAS if the said By-law is carried it will be necessary for the said Municipal Corporation to guarantee the debentures or bonds of the said Company up to the sum of Fifteen Thousand Dollars with interest amounting in all to \$23,166.60, which is the amount of liability intended to be created by this By-law.

AND WHEREAS the debentures or bonds of the said Company are to be payable in yearly sums during the period of fifteen years being the currency of the said debentures or bonds, the said yearly sums being of such respective amounts that the aggregate amount payable each year for principal and interest in respect of the said debt shall be as nearly as possible equal to the amount payable in each of the other fourteen years of the said period as set out in Schedule "B" to this By-law.

AND WHEREAS there is no branch of industry of a similar nature in the said Town of North Bay.

AND WHEREAS all the terms and conditions of the said agreement are set forth in Schedule "A" of this By-law.

AND WHEREAS the amount of the whole rateable property of the said

Town of North Bay according to the last revised assessment Roll thereof is \$6,048,005.00.

AND WHEREAS the amount of the existing debenture debt of the said Municipality, exclusive of local improvement debts is \$568,170.64 and no part of the principal and interest is in arrears.

THEREFORE be it enacted and it is hereby enacted by the Municipal Corporation of the Town of North Bay, as follows:-

1. That a vote of the electors of the Town of North Bay authorized to vote on money By-laws be taken on Monday the Seventh day of May 1917, with a view to ascertaining whether or not the said electors approve of the Municipal Corporation of the Town of North Bay entering into the proposed agreement with the J.P. Quinlan Manufacturing Company.
2. That for the purpose aforesaid, it shall be lawful for the Mayor and Treasurer of the said Town of North Bay to guarantee the debentures or bonds of the J.P. Quinlan Manufacturing Company, Limited, up to the sum of Fifteen Thousand Dollars with interest amounting to \$23,166.60, as set out in Schedule "E" hereto the said debentures or bonds to be dated on the day of the issue thereof and to be payable within fifteen years thereafter.
3. That the said guarantee shall be signed by the Mayor and Treasurer of the said Municipality and sealed with the Corporate seal.
4. That the said debentures or bonds shall be payable in fifteen annual instalments during the fifteen years next after the issue thereof. That the debenture or bond payable in the first year shall become due and payable on the 7th day of May, 1918, and in subsequent years on the Seventh day of May, in each and every year after the Seventh day of May, 1918, and the debenture or bond due each year shall be for the amount of principal set out in Schedule "B" to this By-law and all interest shall be payable during the said fifteen years as set out in the said Schedule.
5. That the said debentures or bonds shall bear interest at the rate of six per. cent. per. annum. and shall have attached thereto coupons for the payment of same.
6. The agreement which the said Municipal Corporation will enter into

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with the said J.P. Quinlan Manufacturing Company, providing the assent of the electors is obtained, is set out in Schedule "A" hereto.

This By-law shall take effect and come into operation from and after the final passing thereof.

Read a first and second time this 9th day of April, A.D. 1917.

Passed in Open Council this 4th day of June, 1917.

J.A. Carey, (sgd)
Clerk.

T.J. Patton, (Sgd)
Mayor.

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SCHEDULE "A"

AGREEMENT made this _____ day of _____ A.D. 1917.

BETWEEN:

THE J.P. QUINLANN MANUFACTURING COMPANY

Of North Bay

OF THE FIRST PART

- and -

THE MUNICIPAL CORPORATION OF THE TOWN OF NORTH BAY

OF THE SECOND PART

WHEREAS the party of the First Part is desirous of forming a Limited Company for the purpose of enlarging, extending and carrying on the furniture business heretofore carried on by the party of the First Part in the Town of North Bay, and has approached the parties of the Second Part with a view to obtaining certain assistance from the Corporation, in order to assist the party of the First Part in carrying out the enlarging and extending of the said business.

AND WHEREAS the parties of the Second Part are satisfied to grant such assistance upon the terms and conditions herein set forth, provided the consent of the ratepayers of the Town of North Bay can be obtained to a By-law to be submitted to them authorizing the parties of the Second Part to grant such assistance.

AND WHEREAS It is desirous that the terms and conditions of the agreement to be carried out by the Company to be incorporated and the Town, provided the consent of the ratepayers of the said Town is obtained, should be reduced to writing, the same to contain all the terms and conditions upon which said assistance^{ce} is to be granted.

IT IS THEREFORE AGREED BY AND BETWEEN the parties hereto that the following shall be the terms and conditions of the said agreement:-

1. The party of the First Part will make application for incorporation to be known as The J.P. Quinlan Manufacturing Company Limited, for the purpose of taking over the business of the party of the First part, immediately after the vote has been taken on the said By-law, it being understood that no guarantee is to be given by the Corporation as herein provided until such time as a Charter is granted to the J.P. Quinlan Manufacturing Company Limited.

2. The Company will at once enlarge the factory in the Town of North Bay for the manufacture of furniture, school and Church Fittings, etc., the said building when completed to be not less than fifty feet by seventy-five feet, composed of two storeys with concrete or steel walls.

3. The Company will engage a staff of at least twenty-five employees for the first six months from the final passing of the said By-law and will have a pay-roll of not less than Twenty-two Hundred Dollars per. month.

4. The Company will at no time after the commencement of business employ less than the number mentioned as being employed for the first six months, and the number from then on to be increased as the business demands with a proportionate increase in the pay roll, and that at no time during the continuance of this agreement will the expenditure of the said Company be lower for than the sum of Twenty-two Hundred Dollars per. month.

5. The parties of the Second Part will grant the Company exemption from all taxes and Municipal rates excepting school taxes, business taxes and Local Improvement Taxes for a period of ten years, on the following lands and buildings, namely:-Lots Numbers 170, 171, 172 & 259 as shown on plan of subdivision of Part of Lot 20, Concession "D" Township of Widdifield, made by John H. Shaw, O.L.S. dated February 21st, 1903, and registered in the Registry Office for the Registry Division of the District of Nipissing on the 20th day of November, 1903. Frame Factory, Brick Kiln Room, Brick Boiler Room, and Storage Sheds on Lots 170 and 171, Brick House on Lot 172, Storage Sheds on Lot 259 and additions to be erected thereon.

6. The Company will pay water rates to the Municipality at the same rate as provided for in the By-law regulating prices charged for manufacturing purposes.

7. The Company will furnish the site on which the said business is to be established, and all machinery and equipment required for the said business.

8. The parties of the Second Part agrees to guarantee the debentures or bonds of the Company up to Fifteen Thousand Dollars for a period of fifteen years as set out in Schedule "B" hereto attached, the parties of the First part agreeing to pay off or retire the said debentures or bonds in fifteen equal annual payments of principal and interest, the first of such payments to be made on the 7th day of May, 1918, and thereafter yearly on the said date.

9. The Company is to have the privilege of paying off the said debentures or bonds at any time sooner than the said term of fifteen years should they so desire.

10. The Company agrees to execute a first mortgage covering the amount of the said guarantee, in favor of the parties of the Second Part covering their plant, machinery, fixtures and real estate, the estimated value of such plant, machinery, fixtures, real estate and new additions being \$25,000.00 the same being more particularly described as follows:-

Lots 170-1-2 Percy Street, with factory and storage shed	\$11800.00
Brick House on Pt. Lot 172 Percy St.	2500.00
Storage Sheds and Lot 259, 5th Avenue	2500.00
Bldg. and Factory Office on Pt. Lot 170, Percy St.	1000.00
Brick Lined Kiln 26x22	1000.00
Boiler Room and Shaving Bin	500.00
Boiler & Radiators for Kiln Insolation	700.00
Machinery, Shafting, Belting & Motors (Installed)	5000.00
	<u>\$ 25000.00</u>

11. The said Mortgage is to contain the usual Statutory covenants and agreements and is to remain in force during the continuance of the said debentures or bond guarantee, and if the said guarantee is paid off sooner than the said fifteen years, the parties of the Second Part agree to give a discharge of the said Mortgage.

12. The Mortgage shall further provide that in case of default in payment of any installment of principal or interest or of any debenture or bond guaranteed by the Corporation at any time the same becomes due, during the said fifteen years, then the whole principal sum and interest

shall immediately become due and payable and the mortgagees will be at liberty to realize on their securities.

13. The Company will insure the said buildings for not less than fifteen Thousand Dollars and will keep the said buildings insured at all times during the continuance of these presents to the full amount of the outstanding guarantee of the parties of the Second Part, the loss, if any, under the said policy or policies to be payable to the parties of the Second Part.

14. The Engineer of the parties of the Second Part is to have the right of inspection at all times while the new addition and extension to the said factory is being made with a view of checking up the cost of the expenditure for the said extension and addition, and the parties of the First Part agree to furnish the engineer with all information required as to the costs of the said extension and addition.

15. The Parties of the Second Part will immediately on the final passing of the By-law guarantee the debentures or bonds of the said Company to the amount of \$8500.00 and will guarantee the balance of the debentures or bonds of the said Company on the completion of the said work and on receipt of a Certificate from the Town Engineer that the sum of \$5500.00 has been spent on said extension and that there are no liens or encumbrances thereon.

16. A vote of the ratepayers of the Town of North Bay will be taken as expeditiously as possible and if the said vote is favorable, the parties of the First Part will immediately after the result is known commence work on their premises for the purpose of carrying out the terms of this agreement, and the said building is to be completed and ready for work not later than two months after the said vote of the said rate payers has been taken.

17. This agreement is binding not only on the parties hereto but also on their respective heirs, successors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered) (Sgd.) J.P. Quinlan Manufacturing
in the presence of) Company,
Per J.P. Quinlan.

SCHEDULE "B" REFERRED TO IN THE WITHIN BY-LAW NUMBER

No.	YEAR	PRINCIPAL	INTEREST	TOTAL
1.	1918	644.44	900.00	1544.44
2.	1919	683.11	861.33	1544.44
3.	1920	724.10	820.34	1544.44
4.	1921	707.50	776.94	1544.44
5.	1922	813.60	730.84	1544.44
6.	1923	862.41	682.03	1544.44
7.	1924	914.15	630.29	1544.44
8.	1925	969.01	575.43	1544.44
9.	1926	1027.14	517.30	1544.44
10.	1927	1088.77	455.07	1544.44
11.	1928	1154.10	390.34	1544.44
12.	1929	1223.35	321.09	1544.44
13.	1930	1296.75	247.69	1544.44
14.	1931	1374.55	169.89	1544.44
15.	1932	<u>1457.02</u>	<u>87.42</u>	<u>1544.44</u>
		15000.00	8166.60	23166.60

NOTICE

The above is a true copy of a proposed By-law of the Town of North Bay in the District of Nipissing, and after the assent of the electors is obtained to it, it will be taken into consideration by the Council after the expiration of one month from the date of the first publication of the said By-law in the Despatch & Tribune Newspaper on the Twelfth day of April 1917.

And further take notice that a tenant who desires to vote on the said By-law, must deliver to the Town Clerk not later than the Tenth day before the day appointed for taking the votes, the declaration provided for by subsection 3, of section 265, of the Municipal Act.

That the Fifth day of May, 1917, at the hour of ten o'clock in the forenoon at the Council Chamber in the Town of North Bay shall be the time and place when and at which persons will be appointed by the Mayor to attend the said polling places and at the summing up of the votes by the Clerk of the Municipality on behalf of the persons interest in promoting or opposing the passing of this By-law respectively and the Mayor shall attend at the said time and place.

The vote on the said By-law shall be taken on Monday the Seventh day of May, 1917, at the following subdivisions:-

Polling Subdivision No.	Deputy Returning Officer	Polling Place
1.	T.H. Winters	T.H. Winters
2.	J.H. Metcalfe	Courthouse
3.	S.J. Dunn	Jas. Palangio's House
4.	A.C. Amos	Gas. House
5.	N. Phelps	Town Hall
6.	A.O. Laing	H. Atchison's House
7.	G.H. Newton	Orange Hall
8.	Fred Biggs	Jas. H. Kennedy's House
9.	J.J. Pratt	Thos. Turgeon's House
10.	T.K. Burt	Ambrose Green's House
11.	P.A. Conroy	P.A. Conroy's Store
12.	D.J. McKeown	Ed. Benoit's Place
13.	W.E. Hicks	E.C. Bebee's Store

The Clerk of the said Municipality shall attend on the Eighth day of May, 1917, at the hour of ten o'clock in the forenoon at the said Council Chambers in the said Town Hall to sum up the number of votes given for and against the By-law.

Dated at North Bay, this 10th day of April, 1917.

Clerk.