

GREAT NORTH WESTERN TELEGRAPH COMPANY OF CANADA

SUPERINTENDENT'S OFFICE  
PLANT DEPARTMENT

W. J. DUCKWORTH,  
SUPERINTENDENT

TORONTO, June 29th, 1918.

Mr. Geo. Ogilvie,  
Chairman Finance Committee,  
Bradford, Ont.

Dear Sir:-

Replying to yours of the 25th inst., I beg to advise you that I have written the Chief Engineer of the Hydro-Electric Power Commission, giving him permission to have our poles and wires taken down, and we are now preparing a form of agreement covering the abandonment of our line and the carrying, by your Corporation, of four wires of our Company in the event of our requiring to re-open a telegraph office in your Village. These wires can be carried on one cross arm below the wires of the Corporation.

Yours truly,

*W. J. Duckworth*  
Plant Superintendent.



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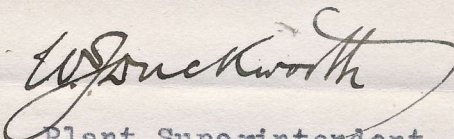
TORONTO, December 7th, 1918.

Mr. Geo. G. Green,  
Town Clerk,  
Bradford, Ont.

Dear Sir:

I send you herewith one copy of agreement between this Company and your Corporation covering the use of your poles between the Grand Trunk Station and the Village, in case we decide to re-open our office up town.

Yours truly,

  
Plant Superintendent.

WJD/LW

Enc.

BOND

HAWNEBWILL



THIS AGREEMENT made (in duplicate) this - 29<sup>th</sup> - day of *November*,  
A.D. 1918.

B E T W E E N:-

THE MUNICIPAL CORPORATION of the VILLAGE OF BRADFORD, in the  
COUNTY OF SIMCOE, PROVINCE OF ONTARIO, (hereinafter called The  
Municipality)

A N D

THE GREAT NORTH WESTERN TELEGRAPH COMPANY OF CANADA, (hereinafter  
called The Telegraph Company)

W I T N E S S E T H:-

WHEREAS the Telegraph Company owns or controls a line of Telegraph  
poles, carrying four wires, on Holland Street, between the Grand Trunk  
Railway station and Drury Street, in the said Village of Bradford, and  
the Municipality desires to erect a line of poles for the transmission  
of electric current for light and power, on the same side of said street;

Now therefore the parties hereto do hereby agree as follows:-

1. The Municipality shall remove the twelve poles (more or less)  
comprising said line, together with the four wires of the Telegraph  
Company, and deliver said poles at the station of the Grand Trunk Rail-  
way and the wire at such point in the Village of Bradford as the Com-  
pany may direct.



2. The Municipality shall erect a new line of poles on Holland Street between the aforesaid points and shall allow the Telegraph Company to attach one cross-arm to such poles, to carry not more than four wires, and to be affixed two feet (more or less) below the wire or wires of the Municipality; and the Municipality hereby grants the Telegraph Company permanent rights on said poles or renewals thereof for the maintenance and operation of its wires on said cross-arms. If the Company at any time does not desire to maintain more than two wires on said poles or renewals thereof, it may attach not more than two wires to the poles by use of brackets or side-blocks instead of cross-arms.

3. The Municipality agrees to maintain its said pole line in good order and repair, and to permit the employes of the Telegraph Company to make necessary repairs to its wires or fixtures.

If at any time the Municipality does not properly maintain, repair or renew the said poles, the Telegraph Company may perform the necessary work, furnishing the necessary poles, and the Municipality in such case shall reimburse the Telegraph Company any amount or amounts ex-



pended on account of such work and for new poles.

4. The wires of the Municipality shall carry primary voltage of not more than 4000 volts.

5. Each party shall be solely responsible for the maintenance, repair and renewal of its own wires, fixtures and attachments on the poles covered by this Agreement, and for the electric current transmitted thereby and employed by it in the conduct of its business, and for any damage to persons or property caused by its fixtures, wires and other attachments, or current escaping therefrom, and each party shall take reasonable precaution to prevent its wires on said poles or the current transmitted thereby from interfering with the wires or current of the other party.

Each party shall be liable for all damages for injuries, arising out of the use by it of the said poles, to persons or property, caused by its sole negligence, or by its failure to comply at all times with the provisions of this Agreement.



Each party shall be liable for all damages for such injury to its own employes, or to its own property, as are caused by the joint fault or negligence of both parties hereto, or that are due to causes which cannot be traced to the fault or negligence of either party.

Each party shall be liable for one half ( $\frac{1}{2}$ ) of the damages for such injuries to persons other than employes of either party, and for one half ( $\frac{1}{2}$ ) of the damages for such injuries to property not belonging to either party as are caused by the joint fault or negligence of both parties hereto, or that are due to causes that cannot be traced to the fault or negligence of either party.

In witness whereof this Agreement has been duly executed by the parties.

The Municipal Corporation of Village of Bradford.

*Geoffrey  
Clark  
Rita Cook. Witness*

*J. E. Booth  
Rice*

The Great North Western Telegraph Company of Canada.

Attest:-

*M. R. Paull*  
Secretary.

*J. S. Ash*  
President.

