THE PORT ARTHUR WAGON COMPANY
LIMITED

The Trusts and Guarantee Company, Limited

(as agents for the Company) offer for public subscription 2,500 shares, being the balance of Preferred Stock of THE PORT ARTHUR WAGON COMPANY, LIMITED, incorporated under the Companies Act, Dominion of Canada.

AUTHORIZED CAPITAL - - $750,000.00

Divided into 4,000 Shares of $100 each of 7 p.c. Cumulative Preferred Stock $400,000.00
And 3,500 Shares of $100 each of Common Stock..$350,000.00

PRESENT ISSUE

2,500 Shares of $100 each of 7 p.c. Cumulative Preferred Stock..$250,000.00
Carrying with it a bonus of 50 p.c. of Common Stock (fully paid up and non-assessable).

Payable:—10 p.c. on Application. 15 p.c. on Allotment. 25 p.c. on 30th October, 1910. 25 p.c. on 30th November, 1910. 25 p.c. on call at 30 days' notice after 30th December, 1910.

The balance of 1,500 shares of preferred stock has already been subscribed for and allotted. Interest at the rate of 7 p.c. will be charged upon unpaid calls.

BANKERS:
THE TRADERS BANK OF CANADA.

TRANSFER AGENTS AND REGISTERS:
THE TRUSTS AND GUARANTEE COMPANY, LIMITED, Toronto.

AUDITORS:
JENKINS & HARDY, Chartered Accts., Toronto.

SOLICITORS:
MASTEN, STAR, SPENCE & CAMERON, Canada Life Building, Toronto.

HEAD OFFICE.................Port Arthur, Ont. EXECUTIVE OFFICE..65 Canada Life, Toronto

NEW COMPANY A GOING CONCERN.

THE PORT ARTHUR WAGON COMPANY, LIMITED, is a new Company, but will commence business under the most favorable auspices, having agreed to take over the Speight Wagon Company, Limited, of Markham, which is a going concern with a production capacity of four thousand wagons per year, and having its entire output for the ensuing year already sold. The intention is to transfer the operations of the Company to a new factory to be erected at Port Arthur.

UNSURPASSED LOCATION OF PLANT.

The location of the new factory is without doubt the finest in Canada, and will be situated on the shore of Thunder Bay at Port Arthur. It is unexcelled for the assembling of materials required in manufacturing wagons and sleighs, and has a commanding position in regard to the facilities for handling its freight by rail and water, which gives the Company a great advantage over its competitors.

CONCESSIONS.

The Company has obtained valuable concessions from the City of Port Arthur, which include a grant of twenty acres of land, a 200-foot dock site, and exemption from taxation for twenty years, except local improvement and school rates. The City of Port Arthur further guarantee bonds of the Company to the extent of $100,000.00 at 5 p.c. for twenty years.

NEW FACTORY 815 MILES NEARER THE GREAT NORTHWEST MARKET.

The new factory will be fireproof, built in the most modern style, equipped with machinery embodying all the latest improvements, and thoroughly up to date in every detail, with a capacity for turning out 10,000 wagons a year. The advantages derived by the Company in locating at Port Arthur are numerous, the chief one being, perhaps, the enormous saving in freight, Port Arthur being 30 cents per 100 lbs. nearer the market than any other wagon factory in Canada. This alone gives a saving in freight of $3.50 per wagon. Coal can be delivered from the American ports to Port Arthur at a freight rate of 32½ cents per ton as compared with 90 cents per ton to Woodstock and $1.00 to Petrolia.

CONTRACTS.

This Company has a contract with the John Deere Plow Co., Limited, of Winnipeg, for supplying its total requirements of wagons and sleighs. That Company states that its requirements for the year 1911 will be 4,500 wagons and 1,500 sleighs.

The Company has a further contract with the Tudhope, Anderson Company, Ltd., of Winnipeg, to supply it with wagons for a period of five years, with a minimum average of 2,000 wagons per year and a maximum of 5,000 wagons per year.

It is well known that thousands of farmers are annually pouring into the Northwest, and it is confidently estimated that the above requirements will be more than doubled in the near future. Last year an immense number of wagons was imported into Canada and sold in the Northwest, upon which a duty of 25 p.c. was paid.

RAW MATERIALS.

The Company will be able to obtain much of its raw material in its immediate vicinity, thereby effecting a saving of many dollars in freight. With all the advantages enumerated, it is certain that within a very short time the plant will be taxed to its full extent.

MANAGEMENT.

The Company has been fortunate in being able to secure the services of Mr. T. H. Speight as its Manager. He has been associated with the Speight Wagon Company, Limited, for the past eighteen years, and is widely known for his integrity and business ability.

The following certificate has been prepared and certified by Messrs. Jenkins & Hardy of Toronto, Chartered Accountants:—

H. BATEMAN FOX, ESQ.,
Secretary-Treasurer Port Arthur Wagon Co., Limited:

15½ Toronto Street,
Toronto, August 11th, 1910.

Dear Sir,—We have examined the books of The Speight Wagon Company, Ltd., at Markham, Ont., for the period of December 1st, 1909, to July 31st, 1910, and certify that based upon the contract sale prices to the John Deere Plow Company, Limited, the net profit on its sales was 14 p.c.

Yours truly,
(Sgd.) JENKINS & HARDY,
Chartered Accountants.

(Continued on next page).

ESTIMATED PROFITS

It is estimated that the sales of wagons, sleighs, wagon parts and trucks for the first year will amount to $375,000. The profit of 14 p.c. upon this amount is $52,500.

No estimate has been taken of the saving in freight by reason of manufacturing point being nearer the market, and the closer proximity to points at which lumber can be more advantageously purchased and delivered than at Markham, Petrolia, Woodstock or Chatham, nor of any profits accruing to Company from rentals of dock, etc.

A further saving will also be made by the Company by reason of its freedom from all taxation (except school and local improvement taxes) for a period of twenty years.

INTEREST CHARGES

Annual interest charge on $400,000 preferred 7 p.c. stock	$28,000 00
Annual interest charge on $100,000 5 p.c. bonds (guaranteed by City of Port Arthur)	5,000 00
	$33,000 00
Leaving a balance of	$19,500 00

for payment of dividends on common stock or as the Directors may deem advisable.

In order to comply with the provisions of the Ontario Companies Act, the following information is given to the public: (a) The original incorporators of the said Company, with their names, descriptions, addresses, and the number of shares subscribed for by them are as follows:—JAMES RUSSELL LOVETT STARR, K.C.; JAMES HOUSTON SPENCE, BARRISTER-AT-LAW; MATTHEW CROOKS CAMERON, BARRISTER-AT-LAW; JAMES AITCHISON, STUDENT; DUNCAN DONALD McLEOD, STUDENT, ALL OF TORONTO, EACH ONE SHARE. (b) The Directors of the Company are not required under the by-laws to hold any fixed number of shares as a qualification for that position. There is no fixed sum provided in the by-laws as to the remuneration of the Directors. (c) The names, descriptions and addresses of the present Directors are as follows:—

DIRECTORS

C. KLOEPFER, ESQ., Guelph, President, President Raymond Manufacturing Company, Limited; Director Traders Bank of Canada.

D. C. CAMERON, ESQ., Winnipeg, Man., Vice-President, President Rat Portage Lumber Company, Limited; President Maple Leaf Milling Company, Limited; Director Northern Crown Bank of Canada.

J. N. SCATCHARD, ESQ., Ellicott Square, Buffalo, Scatchard & Son, Hardwood Lumber Co.; Director Bank of Buffalo; Director Third National Bank.

H. W. HUTCHINSON, ESQ., Winnipeg, Managing Director John Deere Plow Company, Limited.

T. J. STOREY, ESQ., Brockville, President and General Manager Canada Carriage Company; Vice-President Carriage Factories, Limited.

JAMES D. CHAPLIN, ESQ., St. Catharines, President Welland Vale Mfg. Company, Limited; President Chaplin Wheel Company, Limited, Chatham.

W. R. SMYTH, ESQ., M. P., Ottawa and Royal Bank.

F. N. HARA, ESQ., St. Catharines, President Canada Wheel Works, Limited, Merritton, Ont.

T. H. SPEIGHT, ESQ., Markham, Managing Director Speight Wagon Company, Limited, Markham.

JAMES H. SPENCE, ESQ., Barrister-at-Law, Toronto.

Sec.-Treas. *H. BATEMAN FOX, ESQ.*, Toronto.

(d) The minimum subscription upon which the Directors may proceed to allot shares is a total of five shares. The amount payable upon application is 10 p.c., and upon allotment 15 p.c. (e) The by-laws do not provide for any time or times at which calls may be made upon shares of subscribers. (f) The Company proposes to issue bonds to the extent of $100,000 for twenty years at 5 p.c., guaranteed by the City of Port Arthur. The Company has already allotted 3,250 fully-paid shares of the Common Stock of the Company for the rights, privileges and franchises agreed to be given by the City of Port Arthur. (g 1) There has been transferred to the Company for the shares above mentioned, all the right, title and interest in and to the following rights, privileges and franchises, namely:—(1) A twenty-acre site within the city limits of Port Arthur on the waterfront. (2) A 200-foot dock site. (3) The guarantee by the City of Port Arthur of the bonds of the Company to the extent of $100,000 at 5 p.c. (4) Freedom from taxation for twenty years, saving and excepting local improvement rates and school rates. (g 2) This Company has also entered into a contract with the SPEIGHT WAGON COMPANY, LIMITED, for the purchase, free from liability, of its real estate, plant, machinery, stock-in-trade, contracts, good-will, patents, and its whole undertaking and assets, except book debts, as a going concern.

The consideration for the transfer of the above assets is seven hundred and fifty shares of the preferred stock of the Port Arthur Wagon Company, and twenty-five thousand dollars in cash, and the Port Arthur Wagon Company, Limited, is also to pay for the actual stock-in-trade of the Speight Wagon Company, Limited, in cash at cost price.

(h) The amount paid or payable as purchase money in shares for the above rights is set out in clause (f) and (g) 1 and 2. No fixed amount has been paid for good-will. (i) The commission paid for subscriptions for stock shall not exceed ten per cent. (j) The estimated amount of preliminary expenses, exclusive of commission, if any, is three thousand dollars. (k) No amount of cash is to be paid to any promoter other than commission for sale of shares. (l) The date of the contract referred to in clause (g 1) is the 3rd day of September, 1910. The parties to the contract are THE TRUSTS AND GUARANTEE COMPANY, LIMITED, as Trustees, THE PORT ARTHUR WAGON COMPANY, LIMITED, and the IMPERIAL TRUSTS COMPANY OF CANADA as Trustees. The date of the contract referred to in clause (g 2) is the 5th day of August, 1910. The parties to the contract are THE PORT ARTHUR WAGON COMPANY, LIMITED, and THE SPEIGHT WAGON COMPANY, LIMITED. (m) All the above-mentioned contracts may be inspected during office hours at the office of the solicitors of the Company. (n) Auditors and bankers have been appointed as heretofore set out. (o) No Director has any interest in the property proposed to be acquired by the Company other than Christian Kloepfer and T. H. Speight, who are shareholders in The Speight Wagon Company, Limited. No cash or shares of the Company are to be paid to any Director to qualify him or otherwise for services rendered, and no Director has any interest in the promotion of the Company. (p) A by-law has been passed increasing the number of Directors to twelve. (q) This prospectus has been duly filed with the Provincial Secretary. Dated this 23rd day of September, A.D. 1910.

PORT ARTHUR WAGON COMPANY, LIMITED
AUTHORIZED CAPITAL, $750,000,
Divided into 4,000 shares of seven per cent. cumulative preferred stock, and 3,500 shares common stock of the par value of $100.00 each.
APPLICATION FOR PREFERRED STOCK

TO THE DIRECTORS:

I hereby apply and subscribe for...........shares of Seven per cent. cumulative preferred stock of the above Company at the par value of $100.00 per share, and agree to accept same or any lesser amount that may be allotted to me, and agree to pay for same as follows:—10 p.c. on application, and 15 p.c. on allotment; 25 p.c. on 30th October, 1910; 25 p.c. on 30th November, 1910; 25 p.c. on call at 30 days' notice after 30th December, 1910.

Enclosed please find $...........being first payment on my subscription.

I hereby authorize the Trusts and Guarantee Co., Limited, to register me on the books of the Company as holder of said shares.

Dated this...................................day of...A. D. 1910

Name in full.. Address...

All Cheques to be made payable to the Company.
N. B.—This subscription carries with it a bonus of 50 per cent. of fully paid and non-assessable Common Stock of the Company.

Applications for Shares should be sent with remittance due on application

THE TRUSTS AND GUARANTEE COMPANY, LIMITED

TORONTO, OR ANY OF ITS BRANCHES, OR TO

ANY BRANCH OF THE TRADERS BANK OF CANADA