

BY-LAW

No.

A By-law to authorize aid by the City of Chatham for the promotion of a sugar beet factory in the said city for the manufacture of sugar from sugar beets and to provide for the issue of debentures of the said city to the amount of \$75,000.00, and to raise the sum required therefor.

Provisionally adopted the 7th day of May, A. D. 1906.

Finally passed.....

WHEREAS it is proposed by The Keystone Sugar Company, Limited, of Toronto, to erect, build, equip and operate a sugar factory and plant for the manufacture of sugar from sugar beets together with a modern and effective pulp drier or other means of consuming all pulp not promptly removed by farmers or otherwise in the said City of Chatham.

AND WHEREAS The Keystone Sugar Company, Limited, has applied to the Municipal Council of the City of Chatham to grant aid for the promotion of such manufacture.

AND WHEREAS the said Council is desirous of granting aid for the promotion of such manufacture by way of a loan of \$75,000.00 to the said Company, to be advanced upon the completion of the building and equipment of the said factory, including the said pulp drier or other means of consuming pulp not promptly removed by farmers or otherwise and forthwith after the beginning of operations in such factory completed as aforesaid as hereinafter provided (to be repaid in ten equal annual consecutive instalments of principal) together with interest on the unpaid principal payable annually which shall be computed at three per centum per annum and exemption from taxation, other than school taxes and frontage rates and assessments, of all the property occupied by and used in connection with the said factory in the City of Chatham or which shall hereafter be incorporated in the City of Chatham or the business carried on therein and a fixed rate of assessment for school purposes of \$75,000.00 for the period of ten years from and after the first day of January, 1907, provided, always, however, that no such debentures shall be issued or sold nor shall any money be paid hereunder until the lands upon which the said factory shall have been erected shall have been by proper authority annexed to the Corporation of the City of Chatham, upon the following terms and conditions:

1. THAT the said Company shall and will purchase and own a site for and build and equip in or adjoining the City of Chatham, Ontario, the years 1906 and 1907, and so that the same shall be completed and ready for operation on or before the first day of September, 1907, a factory for the manufacture of beet root sugar, such factory being capable of using and converting into sugar at least 600 tons of sugar beets per day.

2. THAT in case the site for the said factory is not within the limits of the Corporation of the City of Chatham, the Corporation shall assist the Corporation in having the said lands purchased by it for a site as aforesaid annexed to the Corporation of the City of Chatham.

3. THE Company shall, when employing workmen, give the preference to residents of the said City of Chatham.

4. THE Company shall pay the men employed by them in the said factory in cash at least fortnightly.

5. THE Company shall not engage, directly or indirectly, in business as merchants in the said City of Chatham or in the Townships of Chatham, Dover, Raleigh or Harwich or as to come into competition with the merchants of the said City of Chatham.

6. THE Company shall put in and establish in connection with the said sugar factory a pulp drier or other means of consuming all pulp not promptly removed by farmers or otherwise and shall so conduct their business as not to create a nuisance either to residents now or who may hereafter be located or reside upon adjoining property or to persons using the river as a highway for boating and shall in addition to all other liability of the Company, whether statutory or otherwise therefor, be liable to the Corporation in the sum of \$50.00 per day as liquidated damages for each and every day that such nuisance shall be continued upon their property after investigation and report by the local Board of Health and after thirty days notice from the Corporation to the Company to abate such nuisance.

7. THAT the said Company will expend in acquiring a site for the said factory and in building and equipping the same and other buildings and were rooms in connection therewith not less than \$150,000, and so that the same when completed shall be, free from all encumbrances, liens and charges, a building and plant and going concern in operation with a capacity of at least 600 tons of beets per day (and so that the same will be able to handle 600 tons of beets regularly per day, if such beets are obtainable).

8. THAT the said Company shall properly maintain and operate the said factory for a period of ten years at least from the establishment thereof.

9. THAT the said Company shall mortgage its whole building, plant, land, appliances and going concern to a Trust Company or Trustee to secure bonds to the amount of \$200,000.00 payable in ten years and bearing interest at five per centum per annum payable half yearly, which mortgage shall contain a provision that if default shall be made in the payment of the principal or interest payable to the Corporation in satisfaction of the said loan under the terms of this agreement and the By-law of the Corporation of the City of Chatham authorizing the said loan, the Corporation shall be entitled to give notice and require the

mortgage to exercise all its powers of foreclosure or suit or taking possession and all other powers contained in the said mortgage for \$200,000.00 to as full an extent as though the City of Chatham held the majority of the \$200,000.00 of bonds, which mortgage shall be submitted to and made satisfactory to the Corporation so that the Corporation can be satisfied that it will be entitled as a right to require proceedings to be taken under the mortgage in the event of default being made by the Company in the payment of the said instalments of principal and interest according to the terms of this agreement and the said By-law.

10. AND the Company shall deposit \$50,000.00 of the said bonds secured as aforesaid with the said Corporation as collateral security for the repayment of the said loan in ten equal annual consecutive instalments of \$7,500.00 each with interest payable annually at the rate of three per centum per annum, which payments the Company hereby covenants, promises and agrees shall be promptly and punctually made on the first day of March and September in each year until the entire principal sum and interest are fully paid and satisfied, the first of such payments of interest to become due and payable on the first day of March, 1908, and the first of such payments of principal on the first day of September, 1908, and upon the payment of each instalment of principal, bonds shall be returned to the Company pro rata.

11. THAT should the said Company fail or omit to perform or comply with any of the terms and conditions above set forth at any time or times during the currency of the said mortgage and loan or should the said factory and plant cease to be maintained and operated in accordance with the terms of this agreement and the By-laws of the City for a continuous period of one year by reason of want of capital or otherwise than for impossibility to purchase beets or unavoidable or inevitable accident, the said principal sum of \$75,000.00 and interest accrued or so much thereof as may be unpaid at the time or times of such failure of performance shall, upon demand in writing being made therefor by or on behalf of the said Corporation or Council at any time or times thereafter specifying the non-performance become immediately due and payable by the said Company to the said Corporation and upon the same or any similar event occurring at any time or times thereafter the said Corporation or Council may by giving notice in writing terminate the period during which the said property shall be exempt from taxation and such exemption shall thereupon cease and the said property shall forthwith become liable for taxes and upon the same or any similar event at any time or times thereafter the Corporation shall not be bound to limit the assessment of the said property to the fixed assessment hereinbefore mentioned.

AND WHEREAS it is desired to authorize the entering into an agreement on the part of the Corporation with the said Company, providing for the granting of aid by the Corporation upon the terms and conditions above set forth.

AND WHEREAS in order to carry out such agreement on the part of the said Corporation it will be necessary to issue debentures of the said Corporation for the sum of \$75,000.00 as hereinafter provided (which is the debt intended to be created by this By-law), the proceeds of the said debentures to be applied to the purposes aforesaid and no other.

AND WHEREAS it is desirable to issue the said debentures at one time and to make the principal of the said debt repayable by yearly sums during the period of ten years, being the currency of the said debentures; and yearly sum of each respective amount that the aggregate amount payable in each year for principal and interest in respect of said debt shall be as nearly as possible equal to the amount so payable in each of the other nine years of said period.

AND WHEREAS the total amount required by "The Municipal Act," to be raised annually by special rate for paying the said debt and interest as hereinafter provided is \$9,246.82.

AND WHEREAS the amount of the whole rateable property of the City of Chatham, according to the last revised assessment roll thereof, is \$1,510,188.00.

AND WHEREAS the amount of the existing debt of the said Corporation is \$499,525.91, exclusive of local improvement rates or special tax rates and assessments, no part whereof is in arrears.

THEREFORE, the Municipal Council of the Corporation of the City of Chatham enacts as follows:

1. THE Municipal Council of the said City shall grant aid for the promotion of the said manufacture of the nature and kind and upon the terms and conditions hereinafter set forth, and upon such other conditions as said Council may deem best, and the Mayor and Clerk of the said Corporation, are hereby authorized to execute an agreement on the part of the said Corporation binding the Corporation upon the said terms and conditions to give such aid.

2. THAT for the purpose of raising the said sum of \$75,000.00 debentures of the said Corporation to the amount of \$75,000.00 as aforesaid, in sums of not less than \$100.00 each may be issued on the 5th day of September, 1907, each of which debentures shall be dated on the date of issue thereof, and shall be payable within ten years thereafter at the Standard Bank of Canada in the said City of Chatham.

3. EACH of the said debentures shall be signed by the Mayor of the said City of Chatham or by some other person authorized by-law to sign the same, and by the Treasurer thereof of the said City of Chatham, and the Clerk shall attach thereto the Corporate Seal of the said Corporation.

4. THE said debentures shall bear interest at the rate of four per centum per annum, payable yearly, and shall be payable in such amounts and at such times that the aggregate amount payable for principal and interest in any year in respect of

the debt shall be equal as nearly as may be to what is payable for principal and interest during each of the other nine years of said period.

5. DURING the currency of said debentures, there shall be raised annually by special rate on all the rateable property in the said City of Chatham, the sum of \$9,246.82, for the purpose of paying the amount due in each of the said years for principal and interest in respect of the said debt.

6. THIS By-law shall take effect on the final passing thereof.

7. THE votes of the electors of the said City of Chatham shall be taken on this By-law at the following times and places, that is to say, on Thursday, the 31st day of May next, commencing at the hour of nine o'clock in the forenoon and continuing till five o'clock in the afternoon of the same day, by the following Deputy Returning Officers:

In and for Polling Sub-division No. 1, at the wagon shop of J. D. Thompson, N. S. Head Street, and that Jos. Northwood be Deputy Returning Officer.

In and for Polling Sub-division No. 2, at the office of The Chatham Motor Car Co., corner of Thames and Salter Streets, and that John Rice be Deputy Returning Officer.

In and for Polling Sub-division No. 3, at the Old Police Station, South Side of Thames Street, and that Robert Brunner be Deputy Returning Officer.

In and for Polling Sub-division No. 4, at the grocery of Fred Bounsell, corner of Murray and Adelaide Streets, and that David Holmes be Deputy Returning Officer.

In and for Polling Sub-division No. 5, at the residence of Mrs. Willis, N. Colborne Street, next Campbell's Panning Mill Factory, and that Isaac Smith be Deputy Returning Officer.

In and for Polling Sub-division No. 6, at the grocery of Chas. T. Cherry, corner King and Princess Streets, and that W. O. Bentley be Deputy Returning Officer.

In and for Polling Sub-division No. 7, at the Old Weigh Scales Office on the Market Square, and that John M. Northwood be Deputy Returning Officer.

In and for Polling Sub-division No. 8, at the office of Aitken & Wilson, W. S. Fifth Street, and that James Richardson be Deputy Returning Officer.

In and for Polling Sub-division No. 9, at the office of J. & J. Oldershaw, N. S. King Street, and that Henry Robinson be Deputy Returning Officer.

In and for Polling Sub-division No. 10, at the grocery of Harry Jacques, corner of Cross and Raleigh Streets, and that C. R. Hancock be Deputy Returning Officer.

In and for Polling Sub-division No. 11, at the store of Willard McKay, corner of Queen and Richmond Streets, and that John Turner be Deputy Returning Officer.

In and for Polling Sub-division No. 12, at the residence of Carrie Calmeyer, corner of Queen and Gray Streets, and that John R. Snell be Deputy Returning Officer.

In and for Polling Sub-division No. 13, at the residence of Adeline Lawrence, E. S. William Street near Park Street, and that James Sterling be Deputy Returning Officer.

In and for Polling Sub-division No. 14, at the Bakery of Joseph Waterhouse, corner of Park and Scane Streets, and that J. C. Richards be Deputy Returning Officer.

In and for Polling Sub-division No. 15, at the residence of Patrick Kelly, corner of Park Ave. and Pine St., and that J. C. Northwood be Deputy Returning Officer.

8. ON Friday, the 25th day of May, A. D. 1906, the Mayor of the said City of Chatham shall attend at the City Clerk's Office at 10 o'clock in the forenoon, to appoint persons to attend at the various polling places aforesaid, and at the final summing up of the votes by the clerk, on behalf of the persons interested in and opposing or opposing the said passing of this By-law respectively.

9. The Clerk of the Council of the said City of Chatham shall attend at his office in Harrison Hall, at ten o'clock in the forenoon, on the 4th day of June, A. D. 1906, to sum up the number of votes for and against the said By-law.

DATED at Chatham, the 7th day of May, A. D. 1906.

Mayor, Clerk.

NOTICE

NOTICE is hereby given that the foregoing copy of By-law is a true copy of a proposed By-law, which has been taken into consideration and will be passed by the Council in the event of the assent of the electors being obtained therefor after one month from the first publication in the newspaper hereinafter mentioned, such first publication being in The Chatham Daily Planet newspaper, being the first day of 1906.

AND FURTHER NOTICE is hereby given that at the hour, date and place therein fixed for taking the votes of the electors the Polls will be held.

W. S. MARSHALL, Mayor.

W. G. MERRITT, Clerk.

TRY

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Especially For Women

FRUIT-A-TIVES are the finest medicine in the world for women.

As a mild and gentle laxative—as a positive and speedy cure for Constipation and Biliousness—as the only cure for weak and irritated kidneys and especially for "that pain in the back"—as a positive cure for headaches—and as a general tonic to build up and invigorate the whole system—FRUIT-A-TIVES stand supreme.

In cases of irritated Ovaries, Ovarian Pains, Vaginal Catarrh, Excessive and Scanty Menstruation, Ulcerations, Bearing Down Pains—and all those troubles peculiar to women—

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OR "FRUIT LIVER TABLETS"

have the most remarkable effect. Ninety-nine cases out of a hundred of Female Troubles are due to neglect. Bowels become constipated—kidneys irregular—skin neglected—and the poisons of the body, which should be carried off by the blood carried to the female organs and poison them, thus starting up a train of female troubles.

FRUIT-A-TIVES are made from fruits and by their remarkable action on bowels, kidneys and skin, rid the system of poisons, purify the blood, and restore the delicate organs of generation to new vigor and health.

No woman, who suffers, should ever be without them. Box a box—6 for \$2.50, at your druggist's or sent postpaid by FRUIT-A-TIVES LIMITED—OTTAWA.

An Extraordinary Woman.

Dr. Abernethy, the famous Scotch surgeon, was a man of few words, but once he met his match in a woman. She called at his office in Edinburgh one day and showed a hand badly inflamed and swollen, when the following dialogue, reported by the doctor, took place:

"Burns?"

"Bruise."

"Poultice."

"The next day the woman called again, and the dialogue was as follows:

"Burns?"

"Bruise."

"Poultice."

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REBATING IS GENERAL

North American Life Co.'s Managing Director Says So.

Polyholders Had Practically No Voice

In the Direction of the Affairs of the Company, the Shareholders Being Controllers—No Proxies For Policyholders—Mr. McCabe's Salary Agreement Raised Him Finally to \$15,000 Yearly.

Toronto, May 22.—Yesterday the Royal Insurance Commission resumed here. The affairs of the North American Life Assurance Co. were investigated. Mr. Goldman, managing director, was examined at length by Mr. Shepley, Dominion counsel, regarding the formation and regulations of the company. He had been connected with the company since 1881, and had been appointed to his present position on the death of Mr. McCabe. The company had been incorporated in 1879 with a capital stock of \$100,000, afterwards increased to \$1,000,000, with \$60,000 paid up and \$40,000 subscribed. The \$100,000 was a guarantee fund which was afterwards increased to \$300,000.

Voting Powers. The charter provided that \$100,000 insurance should be written before the company should organize, also that an insurer should have one vote for each \$5,000 insurance, and a shareholder a vote for each \$100 worth of stock. These conditions had been complied with, and the dividend had never exceeded 10 per cent.

Mr. Shepley then took up the details of the charter. The holdings of the late Mr. McCabe amounted to \$38,000, on which \$17,000 was paid in 1901 he had only \$21,000 of stock. His estate was now the largest stockholder.

Mr. Goldman owned \$14,000 in stock, at the end of 1905, on which \$2,800 had been paid.

The Salary List.

The witness read a list of salaries from 1891 to the present. Mr. McCabe, as president, got \$1,500, besides directors' fees. Vice-President Blake, \$200, and also \$300 as chairman of the executive. Mr. McCabe, as managing director, received \$7,600. The witness said he would produce a contract Mr. McCabe had with the company, to show the basis upon which his salary was fixed.

Mr. Shepley read the following statement of salaries for 1903: President, \$4,000; vice-presidents, \$500 each; managing director, \$1,000; managing director, \$8,000; secretary, \$2,400; auditor, \$750. The witness' salary and traveling expenses for 1905 were \$9,572.31.

Raised to \$15,000.

In the afternoon he produced the McCabe salary contract, and it showed: Mr. McCabe was to receive \$2,500 per annum until the surplus reached \$100,000, and then \$1,000 over and above the guarantee fund. Then the salary was to be \$6,000, dating from the beginning until the assets reached \$200,000 over and above the guarantee fund. Then the salary was increased at the rate of 1-4 of 1 per cent of such assets. When an additional \$100,000 surplus had been attained another 1-4 of 1 per cent was added. When the salary reached the sum of \$10,000, it was to be a matter of further consideration.

Mr. Goldman said that Mr. McCabe's salary was \$15,000. There was no instance on record of any part having been taken in any election by policyholders. The elections were determined by the shareholders. The policyholders were not allowed to vote by proxy. There had been members on the board of directors qualified by holding policies only. Among these were named Sir William Meredith, W. K. George, M. J. Haney and Dr. J. D. Thompson.

Polyholders Out of It. Witness said that 75 per cent of the shareholders gave proxies which were held by the president, vice-presidents, and managing director. Mr. Goldman looked up the record of the annual meeting of 1902, where there were present 17 policyholders who were not shareholders. The shareholders present were but three.

The question of offering to philanthropic purposes was next discussed. Mr. Goldman only knew of two or three payments of this kind. One to the National Sanatorium Association of \$1,000, and in 1904 a grant of \$1,000 to the Ottawa and Hull fire relief funds. Counsel asked on what ground witness justified such disbursements.

"Benefit to our policyholders and a good thing for a life insurance company to do," was the reply.

Witness replied in the negative to Mr. Shepley's question if the North American had promoted subsidiary companies.

The employment of agents and canvassers was the next point touched. The commissions between non-participating and participating policies differed very largely. A surety bond was required by each agent.

Rebating Is General. As for the matter of rebating Mr. Goldman was reticent. He said that practically every agent gave rebates. The practice was known to be widespread.

"The North American Life," said Mr. Goldman, "could not stop rebating single-handed. As they lowered their commissions so as to prevent their agents from rebating, they could not compete with the other concerns. He was opposed to the practice on the ground that it tended to reduce the persistency of the business and raise the cost. It resulted in gross wrong to part of the policyholders."

"The manager," said Mr. Goldman, "who does not believe that rebating exists among the agents of his company is too innocent to be at large."

Mr. Goldman explained the extension of the company, and then said that in 1905 the North American Life had \$6,654,000 worth of new business.

Mr. Shepley put in a statement of the company's business for 1905, showing total profits \$352,113.92, total loss \$190,515.94, net profit \$161,597.98.

Just before closing time Mr. Shepley commenced an investigation of the company's stock holdings and past investments. Bank stocks were most largely held.

NO COMPANY WOULD INSURE HER

Indigestion and Debility Had Brought Her So Near Death.

BILEANS HAVE NOW CURED HER

"A year ago no Insurance Co. would grant me a policy, I was so near death; yet you see how well and strong Bileans have now made me."

So said Mrs. E. Scott, of Army Terrace, Newport, when interviewed by a "Newport Advertiser" reporter. Her experience proves unmistakably the power of Bileans in cases where indigestion has wrecked the system, and debility has crept in with almost fatal effect. Continuing her story, she said: "Just before I began to take Bileans I was so reduced by digestive troubles that I both looked and felt like a woman whose days were numbered."

"My illness began with feelings of fullness after meals, followed by belching. Then I began to have pain after food, and got so bad that eating caused actual agony. I went to a doctor, but could not keep on with him, as I could not afford the expense of a long run of doctor's bills. Finding myself getting worse, I next tried a number of medicines, recommended by friends, but none did me any good."

"I was at my worst in this respect, and so pained at the heart sometimes that I was obliged to cease my work, when a married sister told me that Bileans had done her husband so much good they wouldn't be without them in the house. She persuaded me to try them."

"I did so, and in a very little time I found they were doing me a lot of good. I persevered with them, and soon by one of the fluttering sensations at the heart, the wind, the pain after food, and all the other symptoms of indigestion were driven from my system, and I was cured. I am now well and strong and