

## The Label Tells The Truth

"Brewed from purest spring water," this ale, the limpid, sparkling Highland Spring supplies Port Hope brewery. From this, with Canadian malt and real Kentish hops, we brew

**Port Hope Pale Ale**

Delighting to look at, so clear, no sediment, delicious to drink, the honest, smack of really good ale, makes appetite, agrees with anybody, builds flesh, helps the whole system. Try it on the dinner-table, get Port Hope Pale Ale in bottles and quarts from all reliable dealers.

**THE PORT HOPE BREWING AND MALTING CO.**  
At Port Hope, Canada

**Good!**

Family trade supplied on receipt of telephone order to: John Mathews, Main 678, 622 King-street East; J. C. Moor, Main 625, 433 Yonge-street; H. J. Shaw, Main 233, Church-street; J. H. Simpson, Main 2307, 2 McCaul-street; C. Squire, Main 2307, 115 Elm-street.

## ONTARIO BANK DIRECTORATE

Two Names Suggested for New Board Should Prove Acceptable.

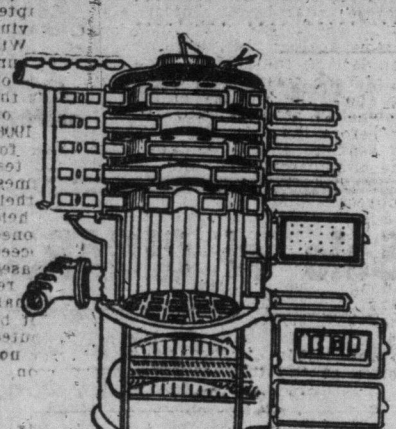
As the directorate of the Ontario Bank has resigned and a new board is to be elected at the shareholders' meeting in December, efforts are being made by shareholders to secure strong representatives with this in view. It is understood that quite a number of shareholders, large and small, have been bringing considerable pressure to bear to get the consent of H. C. Hammond and E. R. Wood to permit their being nominated at the meeting for membership on the new board. It seems to be considered that if gentlemen of their high character and close experience in financial matters can be induced to take hold of the situation there will be general confidence restored and the assurance felt that the best will be done in the interest of the unfortunate shareholders.

The task is confessedly not an inviting one, and the right sort of men can scarcely be expected to assume it unless on the one ground of public spirit, was an opinion heard yesterday. Both the gentlemen named, however, are eminently qualified. Mr. Hammond having years ago satisfactorily discharged similar duties with reference to the winding up of the Federal Bank and both are in close touch with the general financial situation.

In connection with the collecting of proxies, Cephas Goode was unofficially made to intimate that there was a struggle going on between the shareholders' committee and the Montreal Bank. This is not the case, and the Bank of Montreal is, of course, securing proxies for use at the annual meeting. Still there is no "war" on the part of a remnant of a contest for supremacy.

Services will be preached to young men to-morrow in Elm-street Methodist Church as follows: C. Jeff McCombe at 11 a.m., subject, "The Man With An Idea," and Rev. T. E. Bartley at 7 p.m., subject, "The Young Man's Glory." Miss Gladys Patterson of Boston, Mass., will sing at the evening service.

## Healthful Home Heating



A house cannot be evenly heated by a warm air furnace. The pipes on the exposed side of the house will not "work." The current of warm air cannot be coaxed into the upstairs rooms where the register has been closed.

How much heat is lost, how much coal is wasted, where the tin pipes pass through a cold cellar?

What causes so much dust to settle upon the furniture in a house heated by warm air? Is it dust from the ashes in the fire-pot, or is it floor dust, that has accumulated in the registers?

In any case it is not healthy.

A small size SOVEREIGN Hot Water Boiler, with SOVEREIGN Radiators, will give uniformly better results with less expense for coal. It is a system that will keep a house evenly heated in the most severe and blustery weather. It provides hygienic heating, without gas or dust. It does not vitiate the air.

The SOVEREIGN Hot Water System is not complicated. The boiler is as simple as the water front in a kitchen stove.

Take this matter up with your dealer or write us.

**THE TAYLOR-FORBES CO., Limited**  
Toronto, Guelph, Montreal,  
Also makers of SOVEREIGN Radiators.

## FURNITURE MEN ARE FREE AGREEMENT WASN'T ILLEGAL

Criminal Conspiracy Not Proven is Justice Teetzel's Decision.

With the statement that a criminal combination had not been shown to exist, Justice Teetzel in the assize court yesterday dismissed the charges of conspiracy to defraud the city, on which four firms of furniture dealers were being prosecuted.

These firms were: The Chas. Rogers & Sons, Limited; the Office Specialty Company, the Canadian Office & School Furniture Co., and G. N. Reynolds & Co. E. F. B. Johnston, K.C., represented the Office Specialty Company and Mr. Reynolds, Mr. G. T. Blackstock, K.C., the Chas. Rogers Company, and J. E. Jones of DuVernet & Jones, the Canadian Office & School Furniture Co. of Preston. H. S. Strathy, K.C., and Crown Attorney H. L. Drayton represented the crown. The charges were an outcome of the civic enquiry. There were only two witnesses heard—Manager Wildman of the Office Specialty Company and W. B. Rogers.

In reference to the city hall contracts, witness said his firm had consulted with Messrs. Macle, Reynolds and Rogers when it was decided to supply each other with goods required, and all tender for certain portions. Mr. Strathy referred to a clause in their agreement, providing that \$310 should be the tender for chairs, and that the profit should be divided among the four firms, but Mr. Wildman denied that there was any arrangement that the tenders of the other firms should be higher than the figures mentioned.

At Liberty to Tender.  
"We were all at liberty to tender for any amount we pleased," he declared. "Were you to put in a tender?" enquired Mr. Strathy.

"Yes," "Was the Rogers Company to put in a tender?"

"Yes," "Was the Canadian Office & School Furniture Co. to put in a tender?"

"They were if they wanted to."

"Now you are going back. Were you all to put in tenders?"

"If we wanted to."

Justice Teetzel: That is not the question. Was there an agreement that each of you should tender?

Witness: We were expected to.

Mr. Strathy: When you put in the tender for all the furnishings to the city, were you aware that the Rogers Company was to put in a tender at a lower figure? Yes or no to that.

"No."

"And there was no arrangement that that should be done?"

"No."

"You know that Rogers was to tender on the basis of that agreement?"

"Not as to the amount."

"Now what did you get out of this?"

"Mr. Rogers bought a share of the furniture from us."

"And what else?"

"Well, some years later Mr. Rogers paid us a proportion of the profit on the chairs."

This money (\$314) had been paid while he was away sick, and he knew nothing of the fact until it had come into court.

To Justice Teetzel he denied straight that he knew Rogers was to put in a lower tender, nor did he know the figures of the other tenders until opened by the city. Of six tenders, two from outside firms were higher than those of the defendants.

A Visit From the Judge.

At the request of Mr. Johnston, Mr. Wildman related how Judge Winchester had telephoned him one evening that he was coming down to see some bookcases and to talk with the manager.

When he came he was accompanied by Crown Attorney Drayton.

"Did you show him any bookcases?" asked Mr. Johnston, and witness replied that he had not.

Mr. Johnston: "Then did Mr. Winchester, for he was only acting at that time as an investigator for the city,

# DOMINION ENGINEERING & CONSTRUCTION CO. LIMITED, GENERAL CONTRACTORS

The ability of any Construction Company to successfully carry on widely scattered works of great magnitude depends upon three factors—Its Resources, Its Organization, Its Methods.

We have four great working forces upon which to draw for skilled Superintendents, Engineers and Foremen: Those of Randolph Macdonald, Frank B. Gilbreth, John A. Aylmer and that of the firm of Ross and Holgate.

These experienced men do their work in our organization under the system developed by Mr. Gilbreth and widely and favorably known as the Gilbreth System.

We place our organization at the disposal of owners for a fixed sum. That is, we act as a fully equipped and organized construction department for the owner. This department reports to him the same way that any department in his own business would report. The owner thus secures his work at cost, plus the sum he pays for our services.

We are able, in this way, to secure Speed, Efficiency and Economy of construction for any owner. At the same time our system enables us to ensure the same reliable results on any number of works, no matter how widely separated.

**REINFORCED CONCRETE STRUCTURES, FACTORIES, MILLS, DAMS, DOCKS, CANALS, HARBOR WORKS, HYDRAULIC POWER DEVELOPMENTS, STEAM AND ELECTRIC RAILWAYS AND TERMINALS, COMPLETE STEAM AND ELECTRIC POWER PLANTS.**

## DIRECTORS:

RANDOLPH MACDONALD, CONTRACTOR  
ROBERT A. ROSS, MECHANICAL ENGINEER  
JOHN A. AYLMER, CONTRACTOR

HENRY HOLGATE, CIVIL ENGINEER  
FRANK B. GILBRETH, CONTRACTOR

## SOVEREIGN BANK BUILDING.

## MONTREAL

ask you about this contract?

"Did you tell him anything?"

"I told him all I knew about the matter."

G. T. Blackstock asked the witness if he had held a consultation with him (Mr. Blackstock) or with anyone else representing Mr. Rogers over the matter. The witness replied that he had not. He added that the one embarrassing point in connection with the tender was that it bulked together so many varieties of furniture, which no one firm could supply.

William B. Rogers, secretary-treasurer of the Charles Rogers & Sons Co., corroborated the evidence given by the witness. He stated that he had been consulted by Mr. Rogers as to the arrangement between the four defendants. He admitted that it was understood that tender would be the lowest, but denied that there was an arrangement to that effect.

Mr. Blackstock: "If one of these other tenderers had put in a tender on a lower figure and secured the contract, what figure would you have furnished your portion at?"

"For \$6500."

"And he could have so tendered?"

"Well, not without my thinking that they had broken faith. No matter what the others think, I felt that I should get the contract. I fully intended from the first to put in my tender at the lowest possible figure and expected the contract."

"But what I want to ask you is this—was there a specific agreement that they would tender higher than you?"

"I think that as to such an agreement I can say no, but I fully expected to get the contract."

"Yes. You would have been disappointed if you had not got it?"

"Yes."

No Crime Shown.

Mr. Blackstock then submitted that no defence was necessary and Justice Teetzel concurred.

Mr. Strathy argued that the four defendants all put in tenders and that the amounts of these tenders were agreed upon so as to make it appear that they were bona-fide tenders, and that this in itself was evidence of a desire to deceive someone.

Justice: "It does not seem to me that the evidence puts the defendants within the criminal class. The evidence falls short of showing a criminal combination. There was no restraint of trade nor was there any effort to prevent any other firms than these four tenderers. The evidence goes to show that the agreement was merely to fix the prices at which they each supply their portions of the goods."

"I find that the crown has not made out a case of conspiracy to combine in restraint of trade," continued the judge, "and I must therefore find the defendants not guilty on that count, and I suppose in view of that the crown will not feel disposed to press the case on the second indictment."

In view of the evidence given, replied Mr. Strathy, "I must say it appears that the city got very good value for its money and we certainly could not make out a case to the opposite."

"I may say," added the judge, "that I think from the evidence the city got excellent value and probably as a result of this understanding between the four defendants. Indeed, in one case, that of the Office Specialty Company, the goods are furnished at a loss. There is not the slightest evidence of criminal intent."

LOOKING BACKWARD.

Extract from the report of Judge Winchester on evidence submitted at the civic enquiry:

"Mr. Wildman stated that Mr. Rogers called upon him with reference to the contract and said it was going to be lumped together in one bid, that it was too large for any one factory and

that he desired each to put in a tender for the amount of certain furnishings and he (Rogers) would put in a lump tender to cover all; that the others would send in higher tenders for the full amount to enable the Rogers Company to obtain the contract and then divide the profits on their chair contract, after paying their shares of the goods supplied by them for the prices mentioned."

"I find upon the evidence that this contract was improperly obtained by means of a combination of the four firms mentioned and that the sum of \$1000 was divided between the Office Specialty Company, the Canadian Office and School Furniture Company and G. W. Reynolds & Co., to prevent fair competition in tendering, and that this

sum was improperly received from the city."

ME AND ROCKEFELLER.

Prisco Man, Indicted for Extortion, Says He's in Good Company.

San Francisco, Nov. 13.—Abraham Ruef, who, with Mayor Eugene Schmitz, was indicted yesterday on charges of extortion, went to the home of Superior Judge Murasky last night, where he surrendered himself. The representatives of a surety company accompanied him and there signed Ruef's bonds, which amount, on the five counts, to \$50,000.

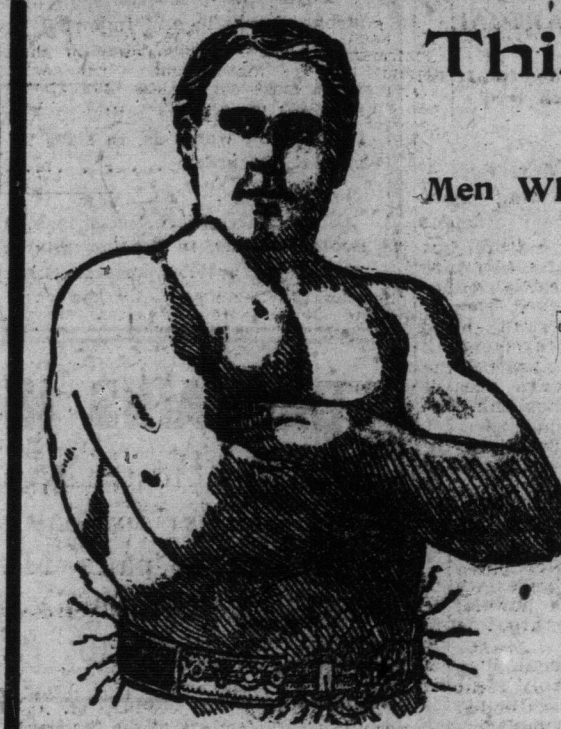
When asked for a statement, Ruef

said: "John D. Rockefeller was indicted yesterday, and I am indicted today. The matter is too absurd to be worth a statement from me. All I ask is an immediate trial on the charges on which I have been indicted by the grand jury."

The Church of St. Mary Magdalene celebrates the anniversary of its annual festival to-morrow. The Rev. J. B. Fotheringham of St. Alban's Cathedral will preach at 11 a.m., and the Rev. Canon Welch at 7 p.m.

There was ice on the River Don yesterday.

A team of horses attached to a baker's wagon ran away on Carlaw-avenue and dashed into Ashbridge's Bay, wagon driver and all. Victor Moore of East Toronto was the driver.



## This Is One of Dr. McLaughlin's Men of Might

Men Who Have Regained the Vigor of Youth, Who Have Attained the Highest Standard of Physical Manhood.

I can take a man who is thin, puny and unenriched in appearance and pour this electric life into his body every night for a few months, with the proper exercise to draw it into the muscles and tissues, and I can add twenty-five pounds to his weight, double his strength and vitality, and restore him to health and strength, as I have often done. Look at the men who have worn my Belt and you will see men of force, men of power and confidence, men who respect themselves and are respected and admired by their fellow-men.

Do you want to feel like that? Then wear this grand life-giving appliance for two months at night. It will charge every nerve with electric life, and you will feel like a two-year-old. It pumps steam into your run-down body, drives away pain and renews youth.

"I am an enthusiastic," you say. Why should I not be? I have the gratitude of thousands of people who have been cured by my Electric Belt after the failure of the best physicians. I am enthusiastic, because I know that I offer suffering humanity the surest cure for the least expenditure of money that is known to-day. I have gained my success by learning how to treat my patients and then curing them. I understand the action of the current on the human system. My years of experience have taught me how to apply electricity. I charge nothing for my knowledge, knowing that it helps me. My patients are my friends. They are advertising my knowledge.

Every man and woman who comes into my office gets a practical illustration of my method of cure, and goes away convinced that the claims I have made for it are true. After seeing original letters from the cured (letters which I am permitted to exhibit) their doubts are expelled, and they know that my Electric Belt makes strong men out of weak men, gives buoyancy and animation to the man who formerly got up tired every morning. They read glowing letters from men and women who are made as strong and sound as Nature intended. They read glowing letters from men and women who are made as strong and sound as Nature intended.

who were cured by my Belt of Rheumatism, Backache, Lumbago, Sciatica, Stomach, Liver, Bowel, Kidney and Bladder Troubles. They also cite the evidence of wonderful cures of Locomotor Ataxia and some forms of paralysis.

Cured Three Years Ago. Monroville, Ont., July 28, 1906.

Dear Sir:—In reply to your inquiry, I will say that I believe I am cured by your treatment. I feel strong and healthy. I am pleased with Belt and have not worn it for over a year. Thank you for your Belt. I remain as ever, Yours truly, W. J. PATTERSON.

Has Given Great Satisfaction. Phillipsville, Ont., July 28, 1906.

Dear Sir:—Your Belt has given me great satisfaction. I sleep better at night, and can work better by day. I thank you very much for it. Yours very truly, ROBERT SHERR.

Now, if you are sick, or in pain, or a weak man or woman, and if tired of dragging your system, paying out money without result, try my Belt. You have nothing to lose and every thing to gain by accepting my liberal offer. If it fails to cure it costs you nothing. Remember, you can

FREE BOOK.—If you cannot call, write for my beautiful descriptive book, showing how my Belt is used. It explains how my Belt cures weakness in men and women, and gives prices. Send for it to-day. I have a Book especially for women. Address—

**CALL TO-DAY** If You Can't Call Send Coupon for FREE BOOK

DE. M. O. McLAUGHLIN, 112 Yonge Street, Toronto, Can.  
Dear Sir:—Please forward me one of your books as advertised.

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