

## Life Options

Our new Instalment Bond gives the holder options of cash settlements which cover every conceivable requirement, and it guarantees 5 per cent.

The Manufacturers Life Ins. Co.  
Head Office—Jordan and Melinda Streets

W. E. YOUNG, General Agents Toronto District.  
GEO. H. JUNKIN, General Agents Toronto District.

## YORK COUNTY AND SUBURBS

Inaugural Meeting of Toronto Junction Council Was Not a Dress Affair.

MAYOR'S MANY RECOMMENDATIONS.

East Toronto Council Objects to Councilors Being Paid and to a Newspaper's Bill.

Toronto Junction, Jan. 14.—The inaugural meeting of the newly-elected Town Council took place this morning in the Council Chamber with the decorations and pomp which usually characterize the installing of a new Mayor. There were present a number of ladies and leading citizens, also Rev. O. E. Thomson, Rev. Mr. Camp, Rev. Mr. Barker and Rev. W. J. Rae. The ceremony was opened by Rev. W. J. Rae in prayer, after which Councilor Anderson, who headed the poll, introduced Mayor-elect Robert Armstrong, who delivered his inaugural address, a synopsis of which reads as follows:

After a preamble, in which he thanks the citizens for the honor conferred upon him, and speaks hopefully for the future prosperity of the town, he advised:

(1) That a resolution of polling subdivisions one and five be made.

(2) That one of the town constables be removed to deputy chief.

(3) That a sanitary inspector be appointed, and that the Chief of Police be requested of this duty.

(4) That the Works Committee report on probable cost of an overhead footbridge across the C.P.R. tracks at the head of Murray's avenue.

(5) That the Toronto Railway Company be requested to run night cars to Toronto Junction.

(6) That the Suburban Railway Company, and states that the request made with them is not being carried out.

(7) Favors a fixed assessment on manufacturing concerns instead of further extension of exemptions, no provision is made for this in the Special Act, he asks the Council to assist him in the solution of the difficulty.

(8) Urges the Council to make a special order to have at least one important industry locate in Toronto Junction this year.

(9) Hopes for a settlement with the Township of York, and that the Township sections 13 and 22 without recourse to arbitration.

(10) Deals with the alleged claim of R. W. Little, now in the courts.

(11) Refers to salaries of officials, which in some departments he suggests should be increased.

(12) Recommends that the assessment of last year be adopted as the basis on which to levy this year's rate.

(13) Congratulates the Waterworks system as being self-sufficient.

(14) Favors an all-night electric light service.

The message, which was a printed one, took half an hour to deliver, and was received at its close with great applause.

The Mayor was instructed to amend the by-law in reference to committees, so that the vice-chairmen will be appointed. The committees will form the executive. The committees were formed as follows:

Works and Waterworks Committee: S. Ryding, chairman; M. Beatty, vice-chairman; W. Ford, secretary.

Fire, Light and Property Committee: J. R. Chisholm, chairman; W. A. Baird, vice-chairman; A. J. Anderson, secretary.

Court of Revision and Claims Committee: W. Ford, chairman; W. A. Baird, M. Beatty, J. R. Chisholm and S. Ryding.

Mr. J. A. Anderson, who presided at the inauguration of the Council, was the Mayor's first choice.

Other appointments made were: Auditor, Dr. A. H. Perford and A. H. Gorman; Members of Board of Health, W. J. Irvine and W. P. Hartman; High School Committee, Dr. G. S. Martin and A. R. Fawcett.

The chair which Mayor Laughton occupied will be given to him at the next meeting of the Council, and in the meantime a new chair will be purchased.

East Toronto.

The inaugural meeting of East Toronto Council took place Monday night. Declarations of qualifications were taken by all. Mayor-elect Robert Armstrong, who was elected by a large majority, presided at the meeting of the Council, and in the meantime a new chair will be purchased.

After the Clerk had read the minutes of the last meeting, Councilor Brown said that he thought the money that had been voted to the council in the past was not properly accounted for, and he moved that the account of the Standard, be declared, was an outrage, especially in view of the fact that the Standard had charged \$220 for printing the election by-law.

Accounts amounting to \$200 were passed and other business done.

South Toronto.

Dr. Pace, M.H.O. for York Township, reports three cases of diphtheria in the municipality, one in Deer Park and two in Beacomville.

Three diphtheria cases are being isolated by Chief Lawrence for the purpose of isolating the cases. The boys have been in trouble before, and the constable is anxious to have the police magistrate remove them so that they will be prevented from getting into further trouble.

The annual children's entertainment of the Eglington Methodist Church, Sunday school was held last night. The unfavorable night prevented as large a gathering as usual.

FOR OLD AGE

To the old, as to babies, the even balance of health is more important than anything else in the world. The possible health, in age, is not high and strong; it is only even.

There is no end, but death, to the trouble that comes of its loss. It ought to be watched like a baby's.

Scott's emulsion of cod-liver oil for very old and very young—in different ways—is the food to secure this even health.

We'll send you a little to try, if you like.

SCOTT & BOWNE, Toronto, Canada.

## THE DAY AT OSOODE HALL

Frank Cayley Loses His Suit for Commission Against the Credit Foncier Franco-Canadian.

HEARING OF DR. PLAYTER'S APPEAL.

Judgment Reserved—Vestibule Case Again—A Verdict for the G.T.R.—To-Day's List.

Chief Justice Falconbridge handed out judgment yesterday dismissing the plaintiff's action in Cayley v. Credit Foncier Franco-Canadian, tried by him at the recent non-jury sittings. The plaintiff, Frank Cayley, a real estate broker, sued for \$500, alleged to be due him as commission on the sale of the building, No. 42 Yonge-street, belonging to the defendants, to Mr. P. C. Larkin, the purchase price being \$20,000. His Lordship decided that Mr. Cayley was not acting as the defendants' agent.

Dr. Playter's Appeal. The Divisional Court yesterday heard argument and reserved judgment upon Dr. Playter's appeal from the conviction registered against him by a magistrate for carrying on a "noxious trade or business," which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week. The appeal was taken by the defendant, Dr. Playter, who was fined \$20 or 14 days' imprisonment.

The vestibule case will come up before the Divisional Court this week. The appeal was taken by the defendant, Dr. Playter, who was fined \$20 or 14 days' imprisonment.

Phillips Loses Again. The Divisional Court yesterday confirmed a decision of the County Court dismissing the action of Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Master-in-Chambers made an order allowing Mrs. Jane Allen of Lakeside, in Horvath v. Phillips, which was meant the Moore Park Confectionery, and left this morning for the Divisional Court this week.

The Subscription List Will Open at 10 a.m. on Tuesday, 15th of January, 1901, and Will Close at or Before 4 p.m. on Thursday, 17th January, 1901.

## CANADA FURNITURE MANUFACTURERS, LIMITED.

INCORPORATED UNDER THE ONTARIO COMPANIES ACT.

CAPITAL - - - \$3,000,000

IN SHARES OF \$100 EACH, DIVIDED INTO

20,000 Seven per Cent. Cumulative Preference Shares (with further rights as mentioned below) : : \$2,000,000  
10,000 Common Shares : : 1,000,000  
\$3,000,000

The whole of the Common Stock and \$525,000 Preference Stock is taken in part payment of the purchase consideration; \$700,000 Preference Stock is reserved unissued; and the balance of

\$775,000 7 Per Cent. Cumulative Preference Stock Is Now Offered for Subscription at Par.

Payable 10 per cent. per Share on Application; 15 per cent. on Allotment; 25 per cent. one month after Allotment; 25 per cent. two months after Allotment; 25 per cent. three months after Allotment.

The Preference Shares are Cumulative, and rank, both as regards Capital and Dividends, in priority to the Common Shares, and, in addition to receiving a Preferential Dividend of 7 per cent., are also entitled to divide with the Common Shares, pro rata, any surplus profits, after providing for a Reserve Fund, and after the Common Shares have received a dividend of 7 per cent. The Charter also provides that after payment of the dividend on the Preference Shares, and before payment of the dividend on the Common Shares, not less than 25 per cent. of the remaining profits in every year shall be set aside to form a Reserve Fund until such Reserve Fund amounts to \$500,000.

The Dividend on the Preference Shares will be payable half yearly in the months of August and February of each year. There is no debenture issue, and no debentures can be created without the consent of at least two-thirds in value of the share-holders present or represented at a general meeting specially convened.

### DIRECTORS.

SIMON SNYDER, Waterloo, Ont., President Furniture Mfrs Exporting Co., Limited.  
HON. SAMUEL MERNER, Senator, Berlin, Ont., President of The Simpson Company, Limited.  
ROBERT KILGOUR, Toronto, Ont., President The Carter-Crume Co., Limited.  
DANIEL KNECHTEL, Hanover, Ont., President Knechtel Furniture Company, Limited.  
HENRY CARGILL, M.P., Cargill, Ont., of H. Cargill & Son, Wholesale Lumber Merchants.  
W. R. HOBBS, London, Ont., President of Hobbs Hardware Company.  
THOS. BELL, Wingham, Ont., President of The Canadian Furniture Manufacturers' Association.  
J. S. ANTHES, Berlin, Ont., Secy.-Treas. and Manager of the Anthes Mfg. Co., Limited.

### BANKERS.

THE CANADIAN BANK OF COMMERCE.

SOLICITORS TO THE COMPANY.

BLAKE, LASH & CASSELL, Toronto.

SMELLIE & SHAW, Toronto.

### BROKERS.

R. WILSON-SMITH, MELDRUM & CO., 151 St. James St., Montreal.

PELLATT & PELLATT, 36 King Street East, Toronto.

REGISTRAR AND TRANSFER AGENT.

NATIONAL TRUST CO., LIMITED, Toronto and Montreal.

### AUDITORS.

JENKINS & HARDY, Public Accountants, 154 Toronto Street, Toronto.

### HEAD OFFICE.

TORONTO, CANADA.

TEMPORARY OFFICES: 36 KING STREET EAST.

## PROSPECTUS

This Company is formed to acquire as going concerns the following furniture manufacturing businesses in the Province of Ontario, with the object of consolidating the various interests and effecting economy in the manufacture, and in the sale and distribution of the goods produced.

1. American Rattan Company of Walkerton, Limited, Walkerton, Ont.
2. The Anthes Mfg. Company, Limited, Berlin, Ont.
3. Thos. Bell & Son, Limited, Wingham, Ont.
4. Broadfoot & Box Furniture Company, Seaford, Ont.
5. Burr Bros., Guelph, Ont.
6. Burton & Fossatt, Wingham, Ont.
7. The Hobbs Manufacturing Company, London, Ont.
8. Lewis Hahn, New Hamburg, Ont.
9. The Hill Chair Company, Limited, Winton, Ont.
10. The Knechtel Furniture Company, Limited, Hanover, Ont.
11. Joseph Orr, Stratford, Ont.
12. Schaefer, Kille & Company, Waterloo, Ont.
13. Snyder, Ross & Company, Waterloo, Ont.
14. Siemon & Bros. Manf. Co., Winton, Ont.
15. The Simpson Company, Limited, Berlin, Ont.
16. The Union Furniture Company, Limited, Wingham, Ont.
17. Zoellner & Co., Mt. Forest, Ont.

With the exception of No. 7 all the above properties are freehold.

### THE FURNITURE BUSINESS.

The manufacture of furniture is one of the principal industries in Canada. The supply of raw material is abundant, and can be obtained at a low cost. The industry which is already one of considerable magnitude, is capable of great extension, and Canada should become, in the near future, one of the leading countries for the manufacture of furniture in the world.

Owing to the increasing population and the growing prosperity of the country, the demand for furniture in Canada is very large, and has absorbed nearly the whole of the production of the country. The export trade has only within the last few years been cultivated. Canadian furniture is now being shipped to Great Britain and other countries, and the outlet in this direction is practically unlimited. Valuable connections for the export trade have already been formed, and, in addition to the foregoing, the Company will acquire the business of THE FURNITURE MANUFACTURERS' EXPORTING COMPANY, LIMITED, of Berlin, Canada, and Liverpool, England, which Company has been recently established for the purpose of developing the export trade. The Company also has an option to acquire, on favorable terms, after the organization of the Company has been completed, the business of the ANDERSON FURNITURE CO., LIMITED, of Woodstock, the largest furniture manufacturing establishment in Canada, the addition of which will give the Company control of over 75 per cent. of the output of Canadian factories.

The increase in the Furniture Export trade of Canada during the last four years will be seen from the following figures:

Year	Total Value of Furniture exported in the year 1896	Total Value of Furniture exported in the year 1897	Total Value of Furniture exported in the year 1898	Total Value of Furniture exported in the year 1899
1896	\$ 75,447	115,863	242,177	351,479
1897	115,863	242,177	351,479	1,309,234
1898	242,177	351,479	1,309,234	
1899	351,479	1,309,234		

Being at the rate per annum of . . . . .

The businesses to be acquired comprise some of the oldest and most important in the trade, and the factories are situated in the best localities for raw material, labor and shipping. They are equipped with the latest plant and machinery, and are capable of greatly increased production with small additional outlay, and many of them have sawmills of their own, which will become the property of the Company. The Company will thus be in a position to carry on its operations in the most profitable manner.

### PROFITS.

The accounts of the 17 Furniture Manufacturing businesses as enumerated above have been examined by Messrs. Jenkins & Hardy, Public Accountants, Toronto, and the following is a copy of their Certificate.

We hereby certify that we have examined the books and accounts of the 17 businesses set forth in the foregoing Schedule, to arrive at the profit for the two years and seven months ending 31st July last.

As the stocks of the businesses had been taken and the books closed at varying dates, it is impossible to show from the Accounts the actual separate profits for the years ending 31st December, 1898, 31st December, 1899, or for the period ending 31st July, 1900.

We find that the aggregate profits of the businesses for the above-mentioned period amounted to \$517,096.13, which, after making certain necessary adjustments and charging expenses of management, excepting managers' salaries, we apportion as follows:

For the year ending 31st December, 1898	For the year ending 31st December, 1899	For seven months ending 31st July, 1900
\$144,450.43	280,708.18	\$142,837.62
280,708.18	\$142,837.62	244,864.32

Being at the rate per annum of . . . . .

In arriving at these Profits the cost of maintenance and repairs of Plant and Machinery has been charged as an expense of the business, and provision has been made for depreciation, but interest on Capital and borrowed money has not been charged.

It will be seen from the Accounts that the profits of the last three years have been progressive; the amount necessary to pay the 7 per cent. dividend on the \$3,000,000 Preference Stock, now issued, being \$210,000, is (on the basis of the profits of the last two years) more than doubly secured, and leaves an ample surplus for providing for the Reserve Fund and paying the dividend on the Common Stock.

It is anticipated that the above profits will be considerably increased as the result of the amalgamation of the businesses.

### ADVANTAGES OF AMALGAMATION.

Among the advantages to be gained by this consolidation of interests the following may be cited:

- 1st. The purchase of lumber and goods in larger quantities and on better terms.
- 2nd. Avoidance of unnecessary competition.
- 3rd. The saving in cost of distribution.
- 4th. "Specializing" the manufacture of particular goods, which means that instead of each factory having to manufacture many different kinds of furniture, certain factories will undertake special lines.
- 5th. Development of export trade.

### MANAGEMENT.

The Board of Directors include the representatives of some of the principal businesses acquired and it is also intended to retain the services of most of the old managers, so that the management of the Company and the superintendence of the various factories will be in the hands of experienced manufacturers, who have been successfully identified with the furniture trade for many years.

### STOCKS.

After paying for the various businesses, there will remain a sum of over \$500,000 for the purchase of the stocks-in-trade to be taken over by the Company at valuation and for working capital and the general purposes of the Company.

The price to be paid by the Company for the above-mentioned businesses has been fixed at \$1,839,072, payable as to \$263,473 in cash, \$525,000 in fully paid Preference Stock, \$1,000,000 in fully paid Common Stock, and \$71,500 in mortgages on the property. The Company will assume these mortgages and will retain in the treasury an equivalent amount of Preference Stock for the purpose of redeeming the same.

The Company will acquire the business of the Furniture Manufacturers' Exporting Company, Limited, by purchasing the whole of the shares of this Company, and thus taking over the assets and liabilities, the consideration for which is included in the above-mentioned purchase price.

The Company may at any time before completion reject any of the businesses agreed to be sold, and if they think fit may substitute other businesses of a similar character, and in this case the price to be paid to the Vendors will be increased or diminished as the case may be.

Applications for Preference Shares should be forwarded to either R. Wilson-Smith Meldrum & Co., Montreal, or Pellatt & Pellatt, Toronto, together with a remittance for the amount of the deposit. Cheques, drafts, etc., to be made payable to the National Trust Co.

If the whole amount applied for is not allotted, the surplus paid on deposit will be appropriated towards the sum due on allotment. Where no allotment is made the deposit will be returned in full.

Prospectuses and Forms of Application can be obtained at the offices of the Company and from R. Wilson-Smith, Meldrum & Co., and Pellatt & Pellatt.

The Subscription List will be open at 10 a.m. on Tuesday, 15th January, 1901, and will close at or before 4 p.m. on Thursday, 17th Jan., 1901.

Toronto, December 18th, 1900.

Notes.—Since this prospectus was prepared a fire occurred at the Knechtel Furniture Company's works, which destroyed the factory and warehouses and a portion of the stocks, but the amount of the loss insured and will be rebated to greater advantage than before. This fire will necessitate re-adjustment of the figures relating to the Knechtel Company, but does not substantially change the basis of this Prospectus.

**CURRIE & KITELEY, LADIES' WEAR.** Will send FREE a Six Days Trial Celebrated German Female Trade Dress, a simple and practical