

FAT STOCK SHOW TO BE NATIONAL ONE

Will Be Annually in Toronto
at End of November.

ARRANGE PRIZE LISTS

Promoters of New Winter
Exhibition Enthused Over
Project.

How much there is in a name developed at the meeting in the city hall of the promoters of the winter fat stock show. After the political and sectional interests had been talked over, Robert J. Fleming, who presided, with all the effectiveness of a beneficent autocrat, declared that the show would be a national one, notwithstanding the political and sectional interests. That settled it. The name of the show is to be the National Live Stock, Dairy and Horticultural Exhibition, and it is to be an annual affair in Toronto at the end of each November.

H. B. Cowan of Peterboro has so much practical knowledge of the interests of the various organizations that will take part in the show that all his suggestions were adopted. "I will line up the various dairy organizations," Mr. Cowan promised, after he had secured acquiescence in the policy of each organization managing its own exhibit at the show, in collusion with the general manager. "The dairymen will certainly exhibit 300 or 400 cattle. Two buildings will be required, one for the cattle and the other for the exhibits of butter, cheese, etc. The dairy exhibit alone will make a big show. The dairymen have already over \$1000 with which to supplement the prizes."

A Big Show.
"That with the poultry, dogs and horticulture, it will certainly make a big show," said Controller Foster. A general meeting of the executive and all of the standing committees is to be called for Thursday afternoon, June 5, to fix the date for the show and to arrange for the prize lists. It was decided that membership will be limited to members of organizations associated with the show, with members of the city council included. J. Lockie Wilson, Joseph Russell and W. F. Ardagh were among those at the meeting.

PLAYER-PIANO MUSIC.

The largest kind of assortment of music rolls for the player-piano will be found with "The Olde Firm," Heinzelman & Co., Limited, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000.

COURT WAS DELAYED

Two hours' after scheduled time, at twelve-thirty, the police court in the city hall was called to order yesterday, and the hearing of cases commenced. The cause of the delay was an exceptionally heavy day in the women's court, over which Magistrate Kingsford presides, before opening the police court.

It has been suggested that in future, either another magistrate take charge of the latter court until the women's cases are heard, or else that the women's court be opened at nine o'clock instead of ten as at present. Yesterday was by no means the first occasion of delay in opening the police court, for many who are inconvenienced by such delay are anxious that it should not happen again.

TUBE PLAN WILL NOT BE SHELVED

Subway System Will Be Needed
if City Acquires Street
Railway.

"There is an erroneous idea that the plan for the tubes will be dropped if the rapid transit system is brought under municipal ownership and control," Mayor Hocken stated. "I am satisfied that the tubes will be necessary, and that if our transportation service is managed by a commission, the tubes can be built by the surplus profits. The commission would not need to make more than an annual appropriation of \$400,000 to build the tubes."

"Valuators of the Toronto Railway Co. and Toronto Electric Light Co. properties will be appointed as soon as we have a full meeting of the board of control," he continued. "I want Adam Beck to be fully satisfied with the valuations of the property. The completion of the agreement with Sir William Mackenzie need not be rushed, for Adam Beck will sail for England in a few days, and will not return for five weeks. I want Mr. Beck to be in full touch with every move the city makes towards completing the purchase of the properties."

NEED TIME CLOCKS IN THE CITY HALL

Employees Come and Go as
They Please, Says
McBride.

"There is greater need for time clocks," declared Ald. McBride when the property committee was considering Ald. McBride's motion that mail chutes be placed in the city hall. "Too many of the employees in the city hall go in and out when it suits them."

"Some of them go away at three in the afternoon to play golf," Ald. Wainwright charged. "Nothing was done about the mail chutes."

After Ald. McBride had complained that workmen are nearly prohibited from owning their own homes, the building restrictions being so increasingly onerous, the committee declared for the lessening of the restrictions.

Roncesvalles' avenue firehall plans were approved and tenders are to be called for. The building is to cost about \$24,000.

Ald. Wainwright submitted plans for a new St. Patrick's market, to cost about \$20,000. As the rentals will have to be \$6,000, the council will not likely agree to build.

Ald. Mayhew's motion to apply for legislation to require hold money was deposited by the appointment of a committee to draft a resolution to the senate, asking for action in the matter.

GEN. JAMES BAKER DEAD.

MANKATO, Minn., May 26.—(Can. Press).—Gen. James H. Baker, aged 84, died at his home here today. Gen. Baker, who was distinguished as an orator and an author of historical works, had served as secretary of state of Ohio, and also of Minnesota, formerly surveyor-general of Minnesota and at one time United States commissioner of pensions. He was a colonel in the Tenth Minnesota volunteers in the civil war.

Miller Case to Higher Court.
MONTREAL, May 26.—(Can. Press).—The Miller case will go to the supreme court, and his lawyers will most likely deposit the required security with the court today.

At Osgoode Hall

26th May, 1913

ANNOUNCEMENTS.

Judges' Chambers will be held on Tuesday, 27th inst., at 11 a.m. Peremptory list for Appellate Division for Tuesday, 27th inst., at 11 a.m.:
1.—Garrett v. Gibbons (to be cont.).
2.—Pringle v. Ridd.
3.—Vipond v. Diacopolo.
4.—National v. Brantford.
5.—Badenach v. Inglis.
6.—Richnitzer v. Empress Liability.
7.—Traders Bank v. Wilford.

Masters Chambers.
Baughart v. Miller—E. C. Cattanaeh, for defendants. P. Aylesworth, for plaintiff. Motion by plaintiff for order transferring action from county court of Middlesex to county court of Haldimand.
Judgment: Motion dismissed with costs in the cause.

Eastern Construction Co. v. J. D. McArthur Co.—A. M. Stewart, for defendants. F. Aylesworth, for plaintiff. Motion by defendant for particulars of claims under 1, 2, and 3 of statement of claim and as to agreement under claim 3.
Judgment: There does not seem to be any reason why the particulars cannot be given. If for any reason they cannot be now given in full they can be supplemented later. The defendant company will have ten days thereafter to plead, and the costs of this motion will be to defendant in the cause.

McPherson v. McGuire (2 actions).—G. H. Kilmer, K.C., for defendant, moved for order staying proceedings. Laidlaw, K.C., for plaintiff. Motions enlarged until 28th inst.

Sovereign Bank v. Frost.—C. A. Moss, for defendant, moved for further examination of plaintiff's manager after amendment of statement of defence. J. F. Boland, for plaintiff. Motion enlarged until 28th inst.

Kilmer v. Deseronto.—M. H. Ludwig, K.C., for defendant, moved for order changing venue from Toronto to Belleville. G. H. Kilmer, K.C., for plaintiff. Enlarged until 27th inst.

Burton v. Wise.—A. F. McMichael, for plaintiff, obtained order for substitutional service of writ of summons on male defendant.

Lapierre v. Cunningham.—J. G. Smith, for plaintiff, obtained order setting aside default judgment and allowing entry of judgment without reference.

Single Court.

Before Mr. Justice Kelly.
Rich v. Dempsey.—R. W. Hart, for defendants, moved under the act of protection of public officers for order dismissing action brought for malicious prosecution without plaintiff's convictions having been set aside, also under C. R. 261, to dismiss the action as being vexatious and frivolous, or in the alternative for security for costs.

Gibson v. Carter.—R. S. Robertson (Stratford) for defendants, moved to set aside so much of the report of J. A. C. Cameron, official referee of 20th February, 1913, as finds plaintiffs entitled to recover from defendants \$2,700 in respect of commissions and as finds defendants are not entitled to recover from plaintiffs any damages as set forth in the counter claim. G. Osler, for plaintiff, obtained order for judgment on the report. Motions argued. Judgment reserved.

Re Francis Cooper Estate.—J. R. Code, for executors. H. T. Beck, for Barry S. Cooper and his adult children. J. Tytler, K.C., for three plaintiffs. J. R. Meredith, for infant Annie K. Cooper. Motion under C. R. 938 for order construing will of Francis S. Cooper, on (1) whether on bequest to brother of "all my cash in bank" Barry S. Cooper is entitled to money deposited in Canada Permanent Mortgage Corporation, and (2) who are entitled to residue of testator's estate? Judgment: My opinion is that testator intended money in Canada Permanent as well as moneys in the two banks to go to his brother, Barry S. Cooper; and that on the true reading and construction of this will, the residue is to go to the nephews and nieces of Barry S. Cooper living at time of testator's death, irrespective of the fact that the number named by the testator, namely, three nieces and five nephews, may be more or less than the real number at that time. Costs of the parties out of pocket.

THE MOST MARVELLOUS JOURNEY EVER MADE

FIT ANY RIM

NO LOOSENED TREADS

WE claimed from the first that Tread was the only real anti-skid. Do you think in view of what that we claimed too much? If you manufactured an automobile tire along new lines and, after the tire was about a year old, it went through the most gruelling of tests with flying colors, wouldn't you be as proud of it as we are? Remember, we didn't have to subject Dunlop Traction Tread to such a test because the tire had made good with a vengeance on the basis by which all other automobile tires are being judged—that of everyday service and anti-skidding. Now, you know as well as we do that any and every kind of test thought of by man or enacted by nature, must come up in an across-the-continent tour. Railroad tracks, gumbo beds, corduroy roads, worn-out trails, sand hills—these were some of the seemingly insurmountable tests which met the pathfinder, but Dunlop Traction Tread survived them all. In the face of such a tire triumph can any motorist deny that Dunlop Traction Treads offer him the most of that which any tire can be expected to give, and further, can you as a motorist conscientiously afford to invest your money in anything less?

Dunlop Traction tire obtainable. this tire has done

LARGEST TIRES IN CANADA

TRACTION

ABSOLUTELY NEVER RIM CUT

Cooper. Motion under C. R. 938 for order construing will of Francis S. Cooper, on (1) whether on bequest to brother of "all my cash in bank" Barry S. Cooper is entitled to money deposited in Canada Permanent Mortgage Corporation, and (2) who are entitled to residue of testator's estate? Judgment: My opinion is that testator intended money in Canada Permanent as well as moneys in the two banks to go to his brother, Barry S. Cooper; and that on the true reading and construction of this will, the residue is to go to the nephews and nieces of Barry S. Cooper living at time of testator's death, irrespective of the fact that the number named by the testator, namely, three nieces and five nephews, may be more or less than the real number at that time. Costs of the parties out of pocket.

of the estate, those of executors as between solicitor and client.

Before Falconbridge, C. J.

Shaw v. Tackaberry.—H. D. Smith and J. A. McNevin (Chatham), for plaintiff, O. L. Lewis, K.C., for defendant Tackaberry. S. B. Arnold (Chatham) for defendant Russell. Action for declaration that defendant, Martha A. Russell, be declared a trustee in the Register Office for the County of Bruce on the 22nd day of July, 1908, as number 2332 for securing the payment of \$25,000 and interest thereon at the rate of six per centum per annum from the 21st day of July, 1910, due to me secured by a certain indenture of mortgage executed by you, James M. Lowrie, to Isaac H. Radford and dated the 15th day of July, 1908, and registered in the Register Office for the County of Bruce on the 22nd day of July, 1908, as number 2332 for securing the payment of \$25,000 and interest thereon at the rate of six per centum per annum from the 21st day of July, 1910, and all costs and expenses hereunder, the said mortgage being of the following lands, namely:

All and singular that certain parcel or tract of land and premises situate, lying and being in the Georgian Bay, opposite to the Township of Albemarle, in the County of Algoma, Province of Ontario, and being composed of Hay Island in the Georgian Bay aforesaid, land of Crakes Indian Reserve, said County of Bruce, containing 3500 acres of land more or less by measurement.

And take notice that unless payment of said Mortgage Money, Interest, Costs and Expenses be made to the undersigned within one month from the 30th day of May, 1913, the undersigned will proceed with or without any consent or concurrence on your part and without any further notice to you to enter in possession of the said mortgaged premises and receive and take the rents and profits thereof; and whether in or out of possession of the same, to make any lease fit; and to sell and absolutely dispose of the said lands and premises either by public auction or private sale, or partly by auction and partly by private sale, as he may deem proper, for cash or upon such terms of credit, as he may think proper; and to convey and assign the same, when so sold unto the purchaser thereof, as such purchaser shall direct or appoint.

Dated at Toronto this 23rd day of May, A.D. 1913.

WALTER W. TAYLOR,
Per Jas. R. Roaf, His Solicitor.

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Estate Notices

NOTICE TO CREDITORS.—In the Matter of the Estate of Lorne L. Thompson, late of the City of Toronto, in the County of York, Broker, Deceased.

NOTICE is hereby given, pursuant to provisions of 1 George V., Chap. 39, Sec. 55, that all persons having any claims or demands against the late Lorne L. Thompson, who died on the 10th day of March, 1913, at the City of Toronto, in the County of York, are required to serve by post, prepaid, or to deliver, to the undersigned, E. B. Thompson, 43 King Street West, Administrator of the Estate of the deceased, on or before the 15th day of June, 1913, their names and addresses, and full particulars in writing of their claims, and statement of their accounts, and the nature of the securities, if any, held by them.

And further take notice that after the said 15th day of June, 1913, the Administrator will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims of which he shall then have had notice, and that the said Administrator will not be liable for the said assets, or any part thereof, to any person of the deceased, on or before the 15th day of June, 1913, after which date he shall not then have received notice.

Dated the 15th day of May, 1913.

43 King Street West, Administrator.

May 17, 27, June 5.

NOTICE TO CREDITORS, SHAREHOLDERS, MEMBERS AND CONTRIBUTORS.