

## IN THE LAW COURTS

## IN THE HIGH COURT.

Osgoode Hall, Dec. 17, 1908.  
**Announcements.**  
 Judges' chambers will be held on Friday, the 18th instant, at 10 a.m.

**Parental list for divisional court for Friday, 18th instant, at 11 a.m.:**  
 1. Bank of Nova Scotia v. Booth.  
 2. Longaker v. Sisters of St. Joseph.  
 3. Innes v. Queen City v. Walton.  
 4. De Walton v. Walton.

## Master's Chambers.

**Before Cartwright, Master.**  
 Dymont v. Dymont—A. McLean Macdonnell, K.C., for defendant, on motion by defendant for security for costs. W. E. S. Knowles (Dundas), for plaintiff. Judgment (G.). The plaintiff is a British subject who until 1901 always resided in this province. In 1906 he went to St. Louis, Mo., remaining about two years, and in July, 1908, returned to his mother's house and has lived here ever since. He states positively that he is now an old man and wishes and intends "to live at home with my mother for the remainder of my life." Two affidavits are filed in support of the motion stating that plaintiff met deponent at Windsor and told them he had returned for purposes of this action and that as soon as he got his money he would go straight back to St. Louis, but this plaintiff denies. The matter is not free from doubt, but motion dismissed with costs in the cause.

**Yeomans v. Toronto Railway Co.—M. L. Gordon** for defendant, moved for an order for committal to examine a witness at Chicago. C. M. Colquhoun, for plaintiff, contra. Order made on filing affidavit, and on approval of plaintiff's solicitor.

**Los Angeles Ice and Storage Co. v. Equity Fire Insurance Co.—E. F. Brown**, for plaintiff, moved for an order making certain admissions, part of the record here to be used in evidence at the trial. Order made.

## Single Court.

**Before Falconbridge, C.J.**  
 Bishop v. Bishop—W. M. Douglas, K.C., for plaintiff, A. MacGregor, for the National Trust Co., receivers. W. C. Hall, for defendant, moved to discharge receiver. S. Johnston, for the Metropolitan Bank. Enlarged until 21st instant, at 10 a.m., if the judge for the week will take it then.

**Montgomery v. Ryan—W. U. Ferguson**, for plaintiff, J. G. Smith, for defendant. Appeal from the master in ordinary. Parties having agreed to terms of settlement, order is made in terms of consent minutes to be put in.

**Clarke v. Trusts and Guarantee Co.—C. Evans-Lewis**, for plaintiff, J. G. Smith, for defendant. Judgment, K.C., for defendant. P. W. Harcourt, K.C., for infant. Reserved.

**Davies v. Evans—J. W. McCullough**, for plaintiff, moved to continue injunction. R. McKay, for defendant, contra. On payment of \$800 into court by plaintiff, the plaintiff to be withdrawn and injunction continued to trial. Costs in cause, unless trial judge otherwise orders.

**Hill v. Fordner—H. Bradford, K.C.**, for plaintiff, moved for judgment. No one contra. Judgment setting aside and cancelling deed complained of and vesting land in question in plaintiff. Costs to plaintiff.

**Dodge v. Farmer—W. H. Irving**, for plaintiff, appealed from ruling of local master at Hamilton. J. F. Bicknell, K.C., for defendant, contra. Referred to judge who hears final appeal from report. If there is one, reserving all questions and costs of this appeal. Plaintiff not to be shut out on any such appeal from the point now taken on this appeal.

**Toronto General Trusts Corporation v. Ontario Sugar Co.—S. Johnston**, for all parties, by consent, moved for judgment. Judgment for immediate sale of the property by the receiver and liquidator under direction of referee. Receiver and liquidator to pass their accounts.

**McAllen v. C.P. Ry.—R. J. McGowan**, for plaintiff, and defendants, F. W. Harcourt, K.C., for infants. Judgment for plaintiff, for \$500, to be apportioned, \$1800 to widow and \$1800 to each of the two infants. Infants' shares to be paid into court and \$400 per year to be paid thereout for three years to mother for maintenance and education of eldest child, and \$200 per year to be paid to mother for five years for maintenance of youngest child. Balance of shares to be paid to infants on attaining majority.

**Granham v. Patterson—T. F. Slattery**, for plaintiff, moved ex parte for an injunction. Injunction granted until Monday. Set instant, restraining the defendant from parting with, alienating or transferring to any person whomsoever, promissory notes for \$70 each, and also from parting with, alienating or transferring a certain chattel mortgage given as security for said notes, and with liberty to file and serve further material on return.

**Before Mr. Justice Riddell.**  
 Estate of J. A. O. Carmichael—J. Jennings, for the petitioners, moved for the construction of the will of J. A. O. Carmichael, late of British Columbia. W. J. Elliott, for counsel of the testator. The testator gave all his estate to the National Trust Company as trustees, to realize on the estate and after paying funeral and testamentary expenses, debts and specific legacies and other sums, he gave the residue of his property to six cousins, contingent on all the said cousins being alive. Judgment (G.). It was contended by counsel that in the events which have happened since the testator's death, I am of opinion that the cousins are entitled—the costs of all parties between solicitor and client including the costs for payment out, and motion for interpretation of the will, etc., should be paid out of the fund.

**Re Henry Freeland—W. W. Denison**, for trustee, moved for an order appointing Edward B. Freeland and Jessie Ann Freeland new trustees under the trust of the will. Trustees to pass subsequent accounts before the registrar.

## Trial Court.

**Before Mulock, C.J.**  
 Gordon v. Matthews—R. C. Robertson (Stratford), for plaintiff; G. C. Gibbons, K.C., for defendant. Judgment (G.). The plaintiff, a creditor of the D. L. L. Lumber Co., seeks a declaration that he is entitled to rank upon Myers' estate, in the hands of the defendant, his assignee, ratably with Myers' other creditors. The debt due to the plaintiff is in respect of certain lumber sold by the plaintiff to the Stratford Mill & Lumber Co., a partnership composed of Duncan S. Myers and one Jacobs. Myers made an assignment to Matthews and the company assigned to the sheriff. Plaintiff proved his claim against the company, but there being no prospect of recovery receiving anything from its assets, plaintiff now seeks to rank on estate of Myers in hands of defendant. Under the statute, the debt having been contracted in respect of the partnership, the plaintiff is entitled to rank upon Myers' individual estate only after his individual creditors have been paid in full. This right is secured by the statute, and need not be provided for in this judgment, which will be to the effect that the plaintiff is not entitled to rank upon Myers' estate with the other creditors thereof, and that this action is dismissed with costs.

**Before Britton, J.**  
 The Luddaw, Ainslie Lumber Company v. Falls—F. H. Keefer, K.C., for plaintiff; A. J. McComber, for defendant. An action under the Mechanics' Lien Act, tried at Port Arthur, in judgment (G.). The plaintiff is the owner of land in Port Arthur, and is contracted with one G. L. Edge for the erection of a house. Edge was to furnish all lumber and do all the work, and the defendant was to supply all the hardware, mantels, tiling, glass, etc. Edge contracted with the plaintiff for \$3400. The house was completed on Nov. 28, and was registered by plaintiff on Dec. 10 following. There should be judgment declaring plaintiff entitled to a lien for \$454.82 and costs on the lands. (Reference to L. M. at Port Arthur to make enquiries as to encumbrances, etc., to take accounts, tax costs,

etc., and in default of payment to sell the mortgage lands, the purchase money to be paid into court and applied in payment of claims, etc.; thirty days' stay.

**Divisional Court.**  
 Before The Chancellor, Magee, J.; Latchford, J.  
 Dewey v. Dewey—A. M. Lewis (Hamilton) for defendant, appealed from order of Anglin, J., of Oct. 8, 1908; A. O'Hair (Hamilton), for plaintiff, contra. Argument of appeal resumed from yesterday and concluded. Judgment reserved.

**Rest v. Bradley—J. Haveron, K.C.**, for William S. Bradley, moved on return of order nisi to quash a conviction for having liquor for sale on unlicensed premises. J. R. Cartwright, K.C., and E. Bayly, for the informant, contra. The question is on the construction of the statute as to whether owner of premises not in possession thereof is responsible for the illegal sale of liquor thereon. Judgment reserved.

## HIGH COURT—WINTER AND SPRING SITTINGS.

**The Honorable the Chancellor.**  
 1. Toronto (non-jury), first week, Monday, Jan. 11.  
 2. Toronto (non-jury), second court, third week, Monday, Jan. 23.  
 3. Toronto (non-jury), sixth week, Monday, Feb. 15.  
 4. Simcoe (non-jury), Tuesday, May 4.  
 5. Walkerton (non-jury), Tuesday, May 11.  
 6. Sarnia (non-jury), Tuesday, May 18.  
 7. St. Thomas (non-jury), Tuesday, June 1.  
 8. Toronto (non-jury), second court, thirteenth week, Monday, June 14.  
 9. Whitby (non-jury), Monday, June 22.

**Chief Justice of Common Pleas.**  
 Hamilton Winter Assizes, Monday, Jan. 11.  
 1. Toronto (non-jury), fifth week, Monday, Feb. 8.  
 2. Toronto (non-jury), second court, seventh week, Monday, Feb. 22.  
 3. Toronto (civil, jury), first week, Monday, March 1.  
 4. Toronto (jury), Tuesday, March 9.  
 5. Brantford (jury), Tuesday, March 16.  
 6. Toronto (non-jury), thirteenth week, Monday, April 5.  
 7. Picton (jury and non-jury), Tuesday, May 4.  
 8. Lindsay (non-jury), Tuesday, May 23.

**The Chief Justice of King's Bench.**  
 Ottawa Winter Assizes, Monday, Jan. 11.  
 1. Toronto (non-jury), second week, Monday, Jan. 18.  
 2. Toronto (non-jury), second court, ninth week, Monday, March 8.  
 3. London (jury), Monday, March 15.  
 4. Barrie (jury), Tuesday, April 6.  
 5. Toronto (non-jury), 14th week, Tuesday, April 13.  
 6. Goderich (jury), Monday, April 28.  
 7. Sandwich (non-jury), Tuesday, May 23.  
 8. Toronto (non-jury), second court, 12th week, Monday, June 1.  
 9. Port Frances (jury and non-jury), Monday, June 2.

**The Chief Justice of Eschequer Division.**  
 1. Toronto (non-jury), second court, second week, Monday, Jan. 18.  
 2. Toronto (non-jury), third week, Monday, Jan. 25.  
 3. Simcoe (jury), Monday, Feb. 22.  
 4. St. Catharines (jury), Monday, March 1.  
 5. Ottawa (jury), Monday, March 22.  
 6. Toronto (non-jury), 12th week, Monday, March 29.  
 7. Perry Sound (jury and non-jury), Tuesday, April 13.  
 8. Pembroke (jury and non-jury), Tuesday, May 11.  
 9. Owen Sound (non-jury), Tuesday, June 8.  
 10. Chatham (non-jury), Monday, June 14.

**The Honorable Mr. Justice MacMahon.**  
 1. Toronto (non-jury), second court, first week, Monday, Jan. 11.  
 2. Toronto (non-jury), fourth week, Monday, Feb. 1.  
 3. Berlin (jury), Tuesday, March 9.  
 4. Toronto (civil, jury), third week, Monday, March 15.  
 5. Brockville (jury), Tuesday, March 20.  
 6. Toronto (non-jury), fifteenth week, Monday, April 13.  
 7. Milton (jury and non-jury), Tuesday, April 27.  
 8. Original (jury and non-jury), Tuesday, May 23.  
 9. Hamilton (non-jury), Monday, May 23.  
 10. Kingston (non-jury), Tuesday, June 14.  
 11. Guelph (non-jury), Tuesday, June 22.

**Mr. Justice Britton.**  
 1. Toronto (non-jury), second court, fourth week, Monday, Feb. 1.  
 2. Toronto (non-jury), second court, eighth week, Monday, March 8.  
 3. Owen Sound (jury), Monday, March 15.  
 4. Lindsay (jury), Tuesday, April 6.  
 5. Brantford (jury and non-jury), Tuesday, April 13.  
 6. Toronto (non-jury), 18th week, Monday, April 27.  
 7. Toronto (non-jury), 17th week, Monday, May 4.  
 8. Belleville (non-jury), Tuesday, May 11.  
 9. Berlin (non-jury), Tuesday, June 8.  
 10. Goderich (non-jury), Tuesday, June 22.

**Mr. Justice Teitel.**  
 1. London Winter Assizes, Monday, Jan. 11.  
 2. Toronto (non-jury), seventh week, Monday, Feb. 22.  
 3. Toronto (non-jury), second court, eighth week, Monday, March 1.  
 4. Toronto (non-jury), second court, tenth week, Monday, March 15.  
 5. Sandwich (jury), Tuesday, March 23.  
 6. Brantford (jury and non-jury), Tuesday, March 30.  
 7. Cobourg (jury), Monday, April 6.  
 8. Toronto (non-jury), 19th week, Monday, May 17.  
 9. Napanee (non-jury), Tuesday, May 23.  
 10. St. Catharines (non-jury), Tuesday, June 1.  
 11. Ottawa (non-jury), Tuesday, June 15.  
 12. Toronto (non-jury), second court, 14th week, Monday, June 22.

**Mr. Justice Anglin.**  
 1. Cornwall Winter Assizes, Tuesday, Jan. 12.  
 2. Toronto (non-jury), eighth week, Monday, Jan. 19.  
 3. Kingston (jury), Tuesday, March 16.  
 4. Toronto (civil, jury), fifth week, Monday, March 23.  
 5. Cayuga (jury and non-jury), Tuesday, April 6.  
 6. Toronto (non-jury), 18th week, Monday, May 10.  
 7. Peterborough (non-jury), Tuesday, May 18.  
 8. Barrie (non-jury), Tuesday, June 8.  
 9. Sudbury (non-jury), Tuesday, June 15.  
 10. Gore Bay (jury and non-jury), Tuesday, June 22.

**Mr. Justice Magee.**  
 1. Toronto Winter Assizes, first week, Monday, Jan. 11.  
 2. Toronto Winter Assizes, sixth week, Monday, Feb. 15.  
 3. Walkerton (jury), Tuesday, March 2.  
 4. Toronto (civil, jury), second week, Monday, March 8.  
 5. Toronto (civil, jury), fourth week, Monday, March 22.  
 6. Perth (jury and non-jury), Monday, March 29.

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 Natural Alaska Lynx Pillow Muffs, \$20 and \$25.  
 Natural Alaska Lynx Ties, \$15 and \$18.  
 Natural Alaska Lynx Stoles, \$30 and \$35.  
 Alaska Sable Empire Muffs, \$7.50 to \$12.  
 Royal Ermine Cravats, \$15 to \$25.  
 Royal Ermine Ties, \$15 to \$40.  
 Royal Ermine Stoles, \$50 to \$100.  
 Royal Ermine Imperial Muffs, \$40 to \$80.  
 Royal Ermine Fancy Muffs, \$80 to \$75.  
 Hudson Bay Sable Muffs, \$50 to \$175.  
 Hudson Bay Sable Scarfs, \$50 to \$125.  
 Western Sable Muffs, \$6.50.  
 Western Sable Stoles, \$10.50.  
 Men's Persian Lamb Caps, \$9 to \$12.  
 Men's Persian Lamb Muffs, \$80 to \$75.  
 Men's Otter Gauntlets, \$15 to \$40.  
 Mink Stoles, a large variety of styles, \$40 to \$150.  
 Persian Lamb Jackets, \$85 to \$250.  
 White Fox Muffs, \$25.  
 White Fox Stoles, \$40.  
 White Thibet Muffs, Imperial style, \$6.  
 White Thibet Stoles, \$8.50.  
 Black Lynx Ties, \$10 to \$18.  
 Black Lynx Stoles, \$30 and \$35.  
 Black Lynx Muffs, \$30 and \$35.  
 Mink Stoles, \$30 to \$150.  
 Mink Ties, \$20 to \$75.  
 Russian Pony Coats, \$65 to \$125.  
 Seal Coats, \$250 to \$700.  
 Grey Lynx Sets, \$35.  
 Men's Fur-lined Coats, \$50 to \$150.  
 Ladies' Fur-lined Coats, \$35 up.  
 Ladies' Fur-lined Coats, \$45, \$50, \$55, \$65.

Leopold-dyed Black Lynx Muffs, \$25 to \$35.  
 Leopold-dyed Black Lynx Throws, \$12 to \$20.  
 Leopold-dyed Black Lynx Stoles, \$25 to \$50.  
 Natural Lynx and Blue Lynx Muffs, \$18 to \$25.  
 Natural Lynx and Blue Lynx Throws, \$18 to \$18.  
 Natural Lynx and Blue Lynx Stoles, \$20 to \$35.  
 Mink Muffs, in all styles, \$15 to \$50.  
 Throws and Ties, in all styles, \$14 to \$75.  
 Stoles, in all styles, \$35 to \$100.  
 Persian Lamb Jackets, 26 inches, in all styles of up-to-date garments, best satin and guaranteed A1 fit, only No. 1 skins used, \$125, \$135, \$150, according to style of garment.  
 Isabella Fox Stoles, animal style, trimmed heads and full size natural fox tails, satin lined, \$15 to \$25.  
 Isabella Fox Muffs, new animal style, head and large tails, best satin lining, eiderdown bed, silk wrist cord, \$16.50.  
 Persian Lamb Muffs, large Imperial style, satin lined, silk wrist cord, best Leopold-dyed skins, \$12, \$15, \$20.  
 Persian Lamb Ties, pointed-end style, black satin lining, bright, glossy skins, \$12.50 to \$25.  
 Alaska Sable Muffs, Imperial style, best satin lining, silk wrist cord, eiderdown bed, No. 1 skins, \$10 to \$12.50.  
 Alaska Sable Scarfs, \$10, \$15, \$18.  
 Alaska Sable Stoles, \$18, \$22, \$27.  
 Badger Muffs, Imperial shape, \$10 and \$12.  
 Large Natural Dark Raccoon Muffs, pillow style. Price, \$7.50.  
 Imperial Muff, \$6.50.  
 Stole to match, satin-lined, beautiful fur, \$15.  
 Pointed End Tie, in raccoon, satin lining. Price, \$6.50.  
 Siberian fur, large Pillow and Imperial Muffs. Price, \$10.  
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## The Pity Of It!

A death every three hours—a needless death. That is the terrible record of consumption in the Province of Ontario alone. Every three hours, on an average, a home is desolated by The White Plague. And the pity of it is that all this slaughter, with its attendant suffering and sorrow, is so cruelly unnecessary. Consumption can be stamped out, and it will be stamped out—but not until people learn to value their own lives and the lives of their fellowmen as highly as they do the lives of their cattle! See what is being done just now to keep the foot and mouth disease out of the country!

The whole Niagara Peninsula has been placed under quarantine. Veterinary inspectors are making farm-to-farm visits to search for traces of the disease, so that it may be stamped out. All traffic in meats and live stock from the United States is prohibited. A lady is not even allowed to bring her lap dog when entering the country. Even the food brought in by the dining cars and private cars is destroyed. No expense is spared to keep the disease out of the country and save the cattle, and it is right that it should be so. But does it not give us something to think about?

Action like that would stop the spread of consumption in a year—and in a generation would make it only a ghastly memory. That is the kind of action we are going to have some day—when the people awake. If man were really a "brother to the ox," as a poet says, we wouldn't have to wait another day before something would be done.

In the meantime the work of fighting consumption is left almost entirely to private charity. The trustees of the Muskoka Free Hospital for Consumptives are doing all they can to relieve the suffering and restore them to health. They are also doing all they can to teach people the criminal folly of allowing the ravages of consumption to go on and are keeping the matter before the authorities all the time. But they are hindered in their work by lack of money.

Remember that the Muskoka Free Hospital is more than a charity. It is an institution with a mission. By showing people that consumption can be cured it is hastening the day when everyone will insist that it must be cured, or, better still—prevented. The money you give will do more than help to restore a needy and suffering consumptive to health—though every cent will be spent for that purpose. Every patient who is cured at once becomes an example of what can be done and teaches scores of others the laws of right living that not only cure but prevent the disease. Your money will not only relieve someone who is suffering, but will help to give the community the education it most bitterly needs. Is there any other way in which you can give your money so that it will do so much? Give to-day and give freely.

Contributions should be sent to W. J. Gage, Esq., 84 Spadina Avenue, or to Mr. J. S. Robertson, Secretary-Treasurer of the National Sanitarium Association, 347 King Street West, Toronto.