

The Toronto World

FOUNDED 1890.

Morning newspaper published every day in the year by The Toronto World Newspaper Company, Limited, 70 West Richmond Street, Toronto, Ontario, Canada. Telephone 1111. Cable address: "The World," Toronto, Ont. Cdn.

Subscription prices: Single copy, 5 cents; 12 copies, 50 cents; 3 months, \$1.50; 6 months, \$3.00; 1 year, \$6.00. In advance.

Advertisements: 10 lines for one week, \$1.00; 10 lines for one month, \$3.00; 10 lines for three months, \$8.00; 10 lines for six months, \$15.00; 10 lines for one year, \$30.00. In advance.

Subscribers are requested to advise promptly of any irregularity or delay in delivery of the World.

SATURDAY MORNING, DEC. 13.

MONTREAL SLAVERY AND TORONTO LIBERATION.

Mayor Hocken and his friends are making an attempt to free Toronto from the bondage of a corporation franchise which ties up the city's streets for nearly eight years to terms which is subject to renewal at the instance of such a newspaper company as "sold out the city and deceived the citizens in 1891 that they were doing the best thing to go into bondage." It is really possible at the present time to get rid not only of the street railway franchise, but of every other franchise, electric light, power or traction, in the city limits for the sum of \$80,000,000.

"In Montreal the city," says the report of an evening contemporary, "can only be delivered from perpetual slavery by an uprising almost as destructive of vested interests as the French Revolution." The article goes on to declare that the opportunity presented to Toronto to free itself from this slavery is something to be feared and avoided. Yet it is quite clear that if Toronto does not buy the franchises at the present time, the next move of the corporations will be in the same direction as they have taken in Montreal, in an effort to perpetuate and extend the franchise for forty years. In the new franchise in Montreal control of the tube and motor bus privileges of the city is sought, and the newspapers of Montreal are not all unwilling that these should be yielded.

Toronto should beware while it can the chance of giving the corporations an opportunity to approach a renewal of the franchises in any shape or form, and that can only be done by their immediate and total extinction by purchase.

Citizens should be the more careful to see that this is done when already such a newspaper as the contemporary already quoted is willing to make the astonishingly false assertion following:

"The Mackenzie interests ask the citizens of Toronto to pledge their property for a street railway and electric light debt of \$87,000,000 before 1921."

Recklessness can no further go. What is found necessary to deceive the public and misrepresent and falsify in this flagrant way, some deeper motive than one for the interests of the citizens is being played. It is evidently desired to stop the purchase of the franchises, and to keep the citizens in bondage for eight years longer at double fares, strap-hanging and wretched as inefficient service can make them, until the time shall come when the lure of promises of better conditions may lead to the extension of the franchise. In the way that is being engineered at present in Montreal.

GOING ABOUT IT THE WRONG WAY.

Officially we are told that the latest fantastic melon cutting was resorted to by the Canadian Pacific Railway Company in order to preserve its high credit—its dominant position—in the London market. The object was commendable. But if we credit the directors of the C. P. with good faith as to the object of the melon, they must frankly admit in return that they floundered most egregiously and failed most ignominiously in achieving the end in view.

An individual who had always enjoyed a high credit at the bank, obtaining money whenever needed at the lowest possible rate of interest, might dislike going to the bank in a time of financial stringency if it involved his paying a higher rate of discount. Had he always obtained money at 5 per cent, he might say to himself: "I will not risk going to the bank at this particular time and being called upon to pay 6; I wish to keep my money in my pocket." Well and good. But would not this person's credit be sadly affected, and his "dominant position" somewhat impaired, if instead of going to the bank, he went to a pawn shop and secured to pay from 75 to 80 per cent interest, putting up as collateral some property already earmarked?

If the C. P. is rich and strong enough to get away with what would seriously injure the credit of a less wealthy concern, the directors should still remember that they have no right to jeopardize the credit of other enterprises. The Canadian who now goes to London to borrow money is repaid that money is worth 7 1/2 per cent to the biggest and richest company in Canada. And here is another

analogy to be considered: The alleged credit of the C. P. has not depended upon the fact of Sir Thomas Duggan's ownership of the company, but upon the fact of its being owned by a man who has been segregated, the C. P. will lose its dominant position in the money markets of the world. We spoke about a man pawning property under a chattel mortgage and we will be told in reply that the C. P. lands have no mortgage upon them. Neither has the Toronto University, but no one would contend that the trustees could sell off part of the real estate as "extraneous assets" and divide the money among their own personal bank accounts. There is a trust upon the lands of the C. P. for the benefit of the enterprise and for the benefit of the public.

What would be thought of a farmer under chattel mortgage who sold a team of horses upon the ground that they "were extraneous assets"? Would it help his credit? Would he maintain a "dominant position" in the community by that sort of high finance?

FOR THE LIEUTENANT-GOVERNORSHIP.

Probably no part of the province is so much concerned in the choice of a lieutenant-governor as Toronto. Other cities at the best may only hope to have one of their most desirable citizens removed for a term of years to the provincial capital, while Toronto gets the advantage of the translation. It is not, therefore, altogether a selfish idea that would prompt the nomination of one who was altogether of Toronto, whose promotion would not rob some other city of one of its best citizens. The governorship of Ontario has often been regarded as the reward of political service, but the amenities of political life might make it possible to reward, at least to recognize services which were not exclusively political, but which had benefited the province in other ways. The difficulty of selecting one with sufficient means to sustain the position without embarrassment, and to maintain the hospitality expected in Government House, is sufficiently obvious, and it is to the credit of Canadian politicians that they are not as a rule possessors of wealth. To go outside the ranks of politics would, therefore, not be an unfeasible idea, a suitable choice could be made. We believe that in Mr. John Ross Robertson the government could find a gentleman who would satisfy all the demands of the position. If not exactly a Croesus, he is at least possessed of abundant means, and this disposes of perhaps the least difficulty in the matter. Mr. Robertson's services in the political field as an independent and candid critic are well known and highly valued. In all matters touching the public welfare of the province, his knowledge of public affairs would constitute him an astute adviser of any government in a constitutional crisis. His interest in the Province of Ontario is historic, and no man living probably knows the long story of Upper Canada better, from the days of Governor Simcoe, whose wife's charming diary he published last year, and whose own diary, we understand, he is presently editing, down to our own day, when his knowledge of events is exhaustive and intimate. What he has done for the history of the province in general he has done particularly for Toronto in the half dozen massive volumes which embody the narrative of local landmarks. His patriotic pride in the empire, and his personal relations with Britons on both sides of the seas, are another qualification in one who might well exercise the delegated authority of the throne. Still nearer to the popular heart is his well-known charity, and the monumental memorial to the sufferings of childhood in the hospital of which he has been the founder and chief support will never be forgotten whether the political world recognize it or not. In many other fields, the field of art and the field of sport, to mention only two of widely divergent interests, he is well-known and eminent, and we know no man who would represent the humanity, the manhood and the citizenship of Ontario better as a successor to Sir John Gibson.

MORE USES OF ELECTRICITY.

Some months ago the sub-committee of the health committee of the city council of Liverpool, England, concerned with infant life preservation, was authorized to install bacteriological laboratories in the university for the purpose of testing the utility of electricity as a milk-sterilizer. This followed upon a request made by the chairman of the sub-committee on infant life preservation, to the university department, to ascertain whether electricity could be satisfactorily utilized for the sterilization of milk, and whether that process possessed any advantages over the existing system of pasteurization. After twelve months of experiment, and the evolving of a suitable apparatus, the results obtained justified the health committee of the council in installing a bacteriological laboratory in the university, in order that the value of the electrical treatment might be more clearly demonstrated.

Dr. J. M. Beattie, the city bacteriologist, has recently issued a report testifying to surprising results. He asserts that the electrical method of sterilization is much superior and more economical than the older method. It resulted invariably in the complete destruction of all objectionable bacilli, and in an enormous reduction of bacteria of all kinds. We have this proof, Dr. Beattie says, that the organisms which are chiefly responsible for children's diseases are killed and that milk sterilized by this process is rendered eminently fit for infant use. Moreover, the keeping qualities of the milk were very greatly improved. It thus appears that with the gradual opening up of the wonderful qualities of electricity the installation of a government system will prove infinitely more of public benefit than was originally surmised. The more will it be to the credit of the provincial government that it has secured this great boon in a way that will result in public rather than private profit.

NEW MOTOR BUS COMPANY.

The Telegram speaks of "the operation of motor buses that will cut the throat of Toronto's antiquated, almost obsolete, surface car system." Controller Church should organize a motor bus company; The Telegram will guarantee the stock; Mr. John W. Moyes, the Canadian expert, who should be given the opportunity to enlighten the board of trade, according to the Telegram, guarantees that the annual loss per bus will not exceed \$1483 per year. The Telegram could stand that for a year or two just to beat Hocken.

We hear there is a movement on to de-Foster and un-Church the city council.

What an unscrupulous person with no regard for the truth can do in the way of assertion is only to be found out by careful attention to what appears in LARGE CAPITALS.

Lindsay and Return Only \$2.05. Via Canadian Pacific Dec. 15 and 16.

On account of Lindsay Christmas Fair Dec. 16, the Canadian Pacific will issue return tickets from Toronto at \$2.05. Good going afternoon trains Dec. 15, all trains Dec. 16, and valid returning until Dec. 17, inclusive.

Secure tickets at city office, corner King Yonge streets. 611

The morning papers get the news and The World gets it first.

Owing to delay in shipment first distribution will take place on Monday, December 15th next.

AT OSGOOD HALL

ANNOUNCEMENT.

Peremptory list for appellate division for Monday, 15th inst., at 11 a.m.:
1. Re Downes (14, 15 spoken to).
2. McInnis v. McCord.
3. Dawson v. Myerscough.
4. Walkerville v. S. W. & A. Ry. Co.
5. Guiliano v. Palangio.
6. Re Estate of Annie Gibson.
7. Maple Leaf v. Western Canada.

Master's Chambers.
Before Geo. S. Holmstead, K.C., Registrar.

Loye v. Love, J. I. Grover moved for interim alimony and disbursements. G. R. Roach for defendant. At request of plaintiff, enlarged until 12th inst., both parties to be cross-examined.

Edwards v. Cecil, Miller v. Cecil—J. M. Clark, K.C., for Cecil, moved for costs. This party notice also for commission. Collier for plaintiff. The two motions in each case adjourned until 12th inst.

Webb v. E. J. Vasey, McWhinney, K.C., for defendant, moved to stay action on ground that parties have agreed to arbitrate. A. R. Thomson for plaintiff. Proceedings stayed as asked. Costs in the cause.

Cruise v. Cameron—B. N. Davis, for Cruise, moved to vacate registration of lien. T. H. Wilson, for Cameron. Order made vacating lien with costs.

Somers v. McBurney—E. G. Folinsbee, for plaintiff, moved for leave to discontinue action. H. S. White for defendant. Order made to discontinue on payment of costs of motion and action in default of discontinuance plaintiff to pay defendant's costs of motion.

Salinas v. Vansickie—J. M. Langstaff, for plaintiff, moved to strike out defence of Vansickie for refusal to answer questions on examination. E. P. Lester (Hamilton) for defendant. Motion refused. Costs to defendant. Held that this is a part of partnership in which he is entitled to share.

Obinsky v. Korwin—G. T. Walsh, for plaintiff, moved for order striking out paragraph of statement of defence as embarrassing and irrelevant. D. C. Ross for defendant. Order made striking out paragraph complained of with liberty to defendant to amend as he may be advised within a week. Costs to plaintiff in any event.

Johnston v. H. R. Wherry, for defendant, moved for further order. H. E. Rose, K.C., for plaintiff. Order that the mortgage book and bank pass books to interest produced on plaintiff's examination be deposited in court and save as aforesaid. Motion dismissed. Costs in the cause.

Before Geo. M. Lee, Registrar.
Levine and Barrett v. Sheis—Gilmore (McMaster & Co.) for plaintiff, moved for order for substitution of service of writ of summons on defendant by mailing a copy to defendant at Welland and by service on E. Wessome, defendant's brother-in-law.

James Scott v. C. P. Ry. Co.—Johnston & Co. for defendants, obtained orders on consent dismissing actions without costs.

Judge's Chambers.
Before Lennox, J.

Re Hughes—P. W. Harcourt, K.C., for infant, obtained order for payment of balance of purchase money into court.

Re Armstrong—W. Proudfoot, K.C., for executor, moved for order approving sale of property. W. H. Gordon, for plaintiff, moved for winding up order. G. W. Holmes, for G. asked enlargement. Enlarged one week.

Re Henry Johns—J. I. Grover, for trustees, moved for order allowing trustees to pay money into court and for infant, obtained order until Dec. 26 for further material.

Re Northern Quarries Co.—D. C. Ross for J. H. Young, petitioner, moved for winding up order. No one contra. Order made. Reference to G. Kappeler, O.R.

Trust Co. v. Dryden Timber and Power Co.—W. B. Raymond, for liquidator, obtained order for liquidator to borrow to extent of \$175,000, subject to approval of G. Kappeler, O.R.

Thomas v. Thomas—G. W. Plaxton, for plaintiff, moved for order confirming report and for distribution thereunder, and for winding up order. W. Harcourt, K.C., for infant. Order made.

Re Toronto and Niagara Power Co.; Coleman v. Burlington Country Club—F. McCarthy, for Power Co., moved for appointment of arbitrators in extension. K.C., for Coleman, and Country Club. Order made appointing F. B. Judge Morgan as arbitrators.

Jonkovic v. Cornwall—E. Aylesworth for plaintiff.

Re Rapson—W. Harcourt, K.C., for infant, obtained order to pay into court \$58.00 to credit of infant.

Re McMurray and Colonial Investment and Loan Co.—A. C. McF. Macdonell, K.C., for plaintiff, moved for payment of moneys out of court. B. V. McMillan for Executor Life Co. No one for Bernard McMurray. Order made.

Re Boyden—Wright (Miller and Co.), for executor, moved for order for payment of \$147.49 out of court. Standards for further material.

Standard Bank v. City of Toronto—Rumball (Kimer and Co.), for plaintiffs, obtained order referring to master-in-ordinary to take accounts between plaintiffs as assignees of Executor Construction and Paving Company and defendants for work done, etc.

Re Ashley and Re Wheeler and Belleville Driving and Athletic Association—H. L. Lloyd, K.C., for Harbord Ashley, moved for mandatory order compelling the association to transfer in its books one share of capital stock from party of defendant in name of James A. Wheeler to applicant. M. L. Gordon for the association. Reserved.

Re Calvin Hicks—W. J. McLarty, for George Deakin and W. H. Findlay, moved for order for payment out of court. November last. F. W. Harcourt, K.C., for infant. G. M. Wiloughby, for inspector of P. and C. Order made. Maintenance of \$25 a quarter allowed for one infant, \$15 for other.

AT OSGOOD HALL

ANNOUNCEMENT.

Peremptory list for appellate division for Monday, 15th inst., at 11 a.m.:
1. Re Downes (14, 15 spoken to).
2. McInnis v. McCord.
3. Dawson v. Myerscough.
4. Walkerville v. S. W. & A. Ry. Co.
5. Guiliano v. Palangio.
6. Re Estate of Annie Gibson.
7. Maple Leaf v. Western Canada.

Master's Chambers.
Before Geo. S. Holmstead, K.C., Registrar.

Loye v. Love, J. I. Grover moved for interim alimony and disbursements. G. R. Roach for defendant. At request of plaintiff, enlarged until 12th inst., both parties to be cross-examined.

Edwards v. Cecil, Miller v. Cecil—J. M. Clark, K.C., for Cecil, moved for costs. This party notice also for commission. Collier for plaintiff. The two motions in each case adjourned until 12th inst.

Webb v. E. J. Vasey, McWhinney, K.C., for defendant, moved to stay action on ground that parties have agreed to arbitrate. A. R. Thomson for plaintiff. Proceedings stayed as asked. Costs in the cause.

Cruise v. Cameron—B. N. Davis, for Cruise, moved to vacate registration of lien. T. H. Wilson, for Cameron. Order made vacating lien with costs.

Somers v. McBurney—E. G. Folinsbee, for plaintiff, moved for leave to discontinue action. H. S. White for defendant. Order made to discontinue on payment of costs of motion and action in default of discontinuance plaintiff to pay defendant's costs of motion.

Salinas v. Vansickie—J. M. Langstaff, for plaintiff, moved to strike out defence of Vansickie for refusal to answer questions on examination. E. P. Lester (Hamilton) for defendant. Motion refused. Costs to defendant. Held that this is a part of partnership in which he is entitled to share.

Obinsky v. Korwin—G. T. Walsh, for plaintiff, moved for order striking out paragraph of statement of defence as embarrassing and irrelevant. D. C. Ross for defendant. Order made striking out paragraph complained of with liberty to defendant to amend as he may be advised within a week. Costs to plaintiff in any event.

Johnston v. H. R. Wherry, for defendant, moved for further order. H. E. Rose, K.C., for plaintiff. Order that the mortgage book and bank pass books to interest produced on plaintiff's examination be deposited in court and save as aforesaid. Motion dismissed. Costs in the cause.

Before Geo. M. Lee, Registrar.
Levine and Barrett v. Sheis—Gilmore (McMaster & Co.) for plaintiff, moved for order for substitution of service of writ of summons on defendant by mailing a copy to defendant at Welland and by service on E. Wessome, defendant's brother-in-law.

James Scott v. C. P. Ry. Co.—Johnston & Co. for defendants, obtained orders on consent dismissing actions without costs.

Judge's Chambers.
Before Lennox, J.

Re Hughes—P. W. Harcourt, K.C., for infant, obtained order for payment of balance of purchase money into court.

Re Armstrong—W. Proudfoot, K.C., for executor, moved for order approving sale of property. W. H. Gordon, for plaintiff, moved for winding up order. G. W. Holmes, for G. asked enlargement. Enlarged one week.

Re Henry Johns—J. I. Grover, for trustees, moved for order allowing trustees to pay money into court and for infant, obtained order until Dec. 26 for further material.

Re Northern Quarries Co.—D. C. Ross for J. H. Young, petitioner, moved for winding up order. No one contra. Order made. Reference to G. Kappeler, O.R.

Trust Co. v. Dryden Timber and Power Co.—W. B. Raymond, for liquidator, obtained order for liquidator to borrow to extent of \$175,000, subject to approval of G. Kappeler, O.R.

Thomas v. Thomas—G. W. Plaxton, for plaintiff, moved for order confirming report and for distribution thereunder, and for winding up order. W. Harcourt, K.C., for infant. Order made.

Re Toronto and Niagara Power Co.; Coleman v. Burlington Country Club—F. McCarthy, for Power Co., moved for appointment of arbitrators in extension. K.C., for Coleman, and Country Club. Order made appointing F. B. Judge Morgan as arbitrators.

Jonkovic v. Cornwall—E. Aylesworth for plaintiff.

Re Rapson—W. Harcourt, K.C., for infant, obtained order to pay into court \$58.00 to credit of infant.

Re McMurray and Colonial Investment and Loan Co.—A. C. McF. Macdonell, K.C., for plaintiff, moved for payment of moneys out of court. B. V. McMillan for Executor Life Co. No one for Bernard McMurray. Order made.

Re Boyden—Wright (Miller and Co.), for executor, moved for order for payment of \$147.49 out of court. Standards for further material.

Standard Bank v. City of Toronto—Rumball (Kimer and Co.), for plaintiffs, obtained order referring to master-in-ordinary to take accounts between plaintiffs as assignees of Executor Construction and Paving Company and defendants for work done, etc.

Re Ashley and Re Wheeler and Belleville Driving and Athletic Association—H. L. Lloyd, K.C., for Harbord Ashley, moved for mandatory order compelling the association to transfer in its books one share of capital stock from party of defendant in name of James A. Wheeler to applicant. M. L. Gordon for the association. Reserved.

Re Calvin Hicks—W. J. McLarty, for George Deakin and W. H. Findlay, moved for order for payment out of court. November last. F. W. Harcourt, K.C., for infant. G. M. Wiloughby, for inspector of P. and C. Order made. Maintenance of \$25 a quarter allowed for one infant, \$15 for other.

AT OSGOOD HALL

ANNOUNCEMENT.

Peremptory list for appellate division for Monday, 15th inst., at 11 a.m.:
1. Re Downes (14, 15 spoken to).
2. McInnis v. McCord.
3. Dawson v. Myerscough.
4. Walkerville v. S. W. & A. Ry. Co.
5. Guiliano v. Palangio.
6. Re Estate of Annie Gibson.
7. Maple Leaf v. Western Canada.

Master's Chambers.
Before Geo. S. Holmstead, K.C., Registrar.

Loye v. Love, J. I. Grover moved for interim alimony and disbursements. G. R. Roach for defendant. At request of plaintiff, enlarged until 12th inst., both parties to be cross-examined.

Edwards v. Cecil, Miller v. Cecil—J. M. Clark, K.C., for Cecil, moved for costs. This party notice also for commission. Collier for plaintiff. The two motions in each case adjourned until 12th inst.

Webb v. E. J. Vasey, McWhinney, K.C., for defendant, moved to stay action on ground that parties have agreed to arbitrate. A. R. Thomson for plaintiff. Proceedings stayed as asked. Costs in the cause.

Cruise v. Cameron—B. N. Davis, for Cruise, moved to vacate registration of lien. T. H. Wilson, for Cameron. Order made vacating lien with costs.

Somers v. McBurney—E. G. Folinsbee, for plaintiff, moved for leave to discontinue action. H. S. White for defendant. Order made to discontinue on payment of costs of motion and action in default of discontinuance plaintiff to pay defendant's costs of motion.

Salinas v. Vansickie—J. M. Langstaff, for plaintiff, moved to strike out defence of Vansickie for refusal to answer questions on examination. E. P. Lester (Hamilton) for defendant. Motion refused. Costs to defendant. Held that this is a part of partnership in which he is entitled to share.

Obinsky v. Korwin—G. T. Walsh, for plaintiff, moved for order striking out paragraph of statement of defence as embarrassing and irrelevant. D. C. Ross for defendant. Order made striking out paragraph complained of with liberty to defendant to amend as he may be advised within a week. Costs to plaintiff in any event.

Johnston v. H. R. Wherry, for defendant, moved for further order. H. E. Rose, K.C., for plaintiff. Order that the mortgage book and bank pass books to interest produced on plaintiff's examination be deposited in court and save as aforesaid. Motion dismissed. Costs in the cause.

Before Geo. M. Lee, Registrar.
Levine and Barrett v. Sheis—Gilmore (McMaster & Co.) for plaintiff, moved for order for substitution of service of writ of summons on defendant by mailing a copy to defendant at Welland and by service on E. Wessome, defendant's brother-in-law.

James Scott v. C. P. Ry. Co.—Johnston & Co. for defendants, obtained orders on consent dismissing actions without costs.

Judge's Chambers.
Before Lennox, J.

Re Hughes—P. W. Harcourt, K.C., for infant, obtained order for payment of balance of purchase money into court.

Re Armstrong—W. Proudfoot, K.C., for executor, moved for order approving sale of property. W. H. Gordon, for plaintiff, moved for winding up order. G. W. Holmes, for G. asked enlargement. Enlarged one week.

Re Henry Johns—J. I. Grover, for trustees, moved for order allowing trustees to pay money into court and for infant, obtained order until Dec. 26 for further material.

Re Northern Quarries Co.—D. C. Ross for J. H. Young, petitioner, moved for winding up order. No one contra. Order made. Reference to G. Kappeler, O.R.

Trust Co. v. Dryden Timber and Power Co.—W. B. Raymond, for liquidator, obtained order for liquidator to borrow to extent of \$175,000, subject to approval of G. Kappeler, O.R.

Thomas v. Thomas—G. W. Plaxton, for plaintiff, moved for order confirming report and for distribution thereunder, and for winding up order. W. Harcourt, K.C., for infant. Order made.

Re Toronto and Niagara Power Co.; Coleman v. Burlington Country Club—F. McCarthy, for Power Co., moved for appointment of arbitrators in extension. K.C., for Coleman, and Country Club. Order made appointing F. B. Judge Morgan as arbitrators.

Jonkovic v. Cornwall—E. Aylesworth for plaintiff.

Re Rapson—W. Harcourt, K.C., for infant, obtained order to pay into court \$58.00 to credit of infant.

Re McMurray and Colonial Investment and Loan Co.—A. C. McF. Macdonell, K.C., for plaintiff, moved for payment of moneys out of court. B. V. McMillan for Executor Life Co. No one for Bernard McMurray. Order made.

Re Boyden—Wright (Miller and Co.), for executor, moved for order for payment of \$147.49 out of court. Standards for further material.

Standard Bank v. City of Toronto—Rumball (Kimer and Co.), for plaintiffs, obtained order referring to master-in-ordinary to take accounts between plaintiffs as assignees of Executor Construction and Paving Company and defendants for work done, etc.

Re Ashley and Re Wheeler and Belleville Driving and Athletic Association—H. L. Lloyd, K.C., for Harbord Ashley, moved for mandatory order compelling the association to transfer in its books one share of capital stock from party of defendant in name of James A. Wheeler to applicant. M. L. Gordon for the association. Reserved.

Re Calvin Hicks—W. J. McLarty, for George Deakin and W. H. Findlay, moved for order for payment out of court. November last. F. W. Harcourt, K.C., for infant. G. M. Wiloughby, for inspector of P. and C. Order made. Maintenance of \$25 a quarter allowed for one infant, \$15 for other.

AT OSGOOD HALL

ANNOUNCEMENT.

Peremptory list for appellate division for Monday, 15th inst., at 11 a.m.:
1. Re Downes (14, 15 spoken to).
2. McInnis v. McCord.
3. Dawson v. Myerscough.
4. Walkerville v. S. W. & A. Ry. Co.
5. Guiliano v. Palangio.
6. Re Estate of Annie Gibson.
7. Maple Leaf v. Western Canada.

Master's Chambers.
Before Geo. S. Holmstead, K.C., Registrar.

Loye v. Love, J. I. Grover moved for interim alimony and disbursements. G. R. Roach for defendant. At request of plaintiff, enlarged until 12th inst., both parties to be cross-examined.

Edwards v. Cecil, Miller v. Cecil—J. M. Clark, K.C., for Cecil, moved for costs. This party notice also for commission. Collier for plaintiff. The two motions in each case adjourned until 12th inst.

Webb v. E. J. Vasey, McWhinney, K.C., for defendant, moved to stay action on ground that parties have agreed to arbitrate. A. R. Thomson for plaintiff. Proceedings stayed as asked. Costs in the cause.

Cruise v. Cameron—B. N. Davis, for Cruise, moved to vacate registration of lien. T. H. Wilson, for Cameron. Order made vacating lien with costs.

Somers v. McBurney—E. G. Folinsbee, for plaintiff, moved for leave to discontinue action. H. S. White for defendant. Order made to discontinue on payment of costs of motion and action in default of discontinuance plaintiff to pay defendant's costs of motion.

Salinas v. Vansickie—J. M. Langstaff, for plaintiff, moved to strike out defence of Vansickie for refusal to answer questions on examination. E. P. Lester (Hamilton) for defendant. Motion refused. Costs to defendant. Held that this is a part of partnership in which he is entitled to share.

Obinsky v. Korwin—G. T. Walsh, for plaintiff, moved for order striking out paragraph of statement of defence as embarrassing and irrelevant. D. C. Ross for defendant. Order made striking out paragraph complained of with liberty to defendant to amend as he may be advised within a week. Costs to plaintiff in any event.

Johnston v. H. R. Wherry, for defendant, moved for further order. H. E. Rose, K.C., for plaintiff. Order that the mortgage book and bank pass books to interest produced on plaintiff's examination be deposited in court and save as aforesaid. Motion dismissed. Costs in the cause.