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cessity or luxury-for the home-for

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Phone Main 5308 and make an appointment with

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AT OSGOODE HALL.

ANNOUNCEMENTS.

Motions set down for single court for Wednesday, 24th inst., at 10 a.m.: 1. Tough v. Dominion Nickel. 2.- Attorney-General v. Canadian Ni-agara Power Co.

Peremptory list for court of appear for Wednesday, 24th inst., at 11 a.m.: . Barber v. Wills (to be continued.) Treasurer of Ontario v. Patten. 3. Niagara Falls Board of Trade International Railway Co.

Radial Railway Company.

5. Le Sueur v. Morang Co., Limited.

Master's Chambers.

Before Cartwright, K.C., Master.
Wishart v. Haris, No. 2.—J. M. Ferguson, for defendant, moved for further and better particulars of statement of friend of infant, moved for payment and for payment.

and better particulars of statement of claim as directed by order of 20th September, 1909. W. J. Boland, for plaintiff, contra. Reserved.

Crawford v. McDowell—G. H. Sedgewick, for defendant McDowell, moved for payment out at majority. No one contra. Order made before Riddell, J. No one contra. Order made. Ryckman v. Randolph.—C. S. Machantiff, contra. Order made. Statement of defence to be delivered forthwith and trial to be speeded. Costs to plaintiff in any event.

K.C., for plaintiff, moved under R. O. (1897) cap. 121, sec. 31, allowing proceedings for foreclosure notwithstands asy that there is good reason to doubt the correctness of the judgment, and the correctness of the judgment, and the correctness of the judgment, and

R. 529 (b). S. H. Bradford, K.C., for defendant, opposed and also moved to change venue from Welland to Cayuga. Reserved.

time for service of counter claim on my son Charles" certain described added defendant. W. D. McPherson, lands, "subject, however, to the fol-

Bugg v. Bugg—G. Grant, for plaintiff, on motion for interim alimon; and disbursements. J. A. Paterson, K.C., the event of my son James Charles for defendant, contra. Judgment. The income of the defendant is about \$5000 bearing issue, the above farm shall pass to his children unclouded by cona year and he has also that amount on deposit. The amount of interim alimony does not depend on the husband's income. All that can reasonably be asked at this stage is "an income suitable to her position until the suitable on the said land. I am of country to the said land. I am of country to the said land. able to her position until the suit is on the said land. I am of opinion heard." The husband makes affidavit that the only interest charged with the

Judge's Chambers.

Before Falconbridge, C.J. Warren v. Peterson Lake Silver Coling Co.-F. Arnoldi, K.C., for plaintiff, on motion for a mandamus compelling the defendant company and Before the Chancellor, Magee, J.; its transfer agents forthwith to enter and record in the books of the defendant company, the transfer of 3000 company to the plaintiff. R. S. Robertson (Stratford) for defendants, den (Belleville), for the plaintiff, concentral Judgment: In view of the contra. Judgment: In view of the apparently bona fide contention that the shares in question are not fully paid up, being the subject of an action which may be very soon disposed of, and of the fact that plaintiff had aburdant notice of such contention, both by the circulars of August and September, and by the resolution of the 6th October, I ought not at present to interfere either by granting a manda-mus in this action or by prerogative writ of mandamus. The motion will be refused. Costs in cause to defendants.

Judge's Chambers.

Before Clute, J. Feeney v. London Street Radiway Co. Feeney, moved for an order for payment out of \$75, for educational pur- lery of defendants in their rink in the

Holmes v. Pincombe.—G. Grant, for plaintiff, moved for an order for attachment of defendant, Richard Pincombe, for contempt in not attending for examination for discovery. E. V. O'Sullivan, for defendant, contra. En-

larged for two weeks to enable plain-tiff to examine Dr. Bordan on his affi-what might have been and should have Stinson v. G. T. Ry. Co.-F. W. Har- The judgment should be affirmed with court, K.C., for Mary P. Parish, mov-ed for payment out of court of moneys standing to her credit therein, she hav- Before Meredith, C.J.; MacMahon, J.;

ing attained her majority, and for payment out to the other infants of their shares on attaining majority. Order Re Heath.-L. F. Stephens (Hamilton), for applicant, moved for an order

authorizing payment of certain moneys into court to credit of infants, and for payment out at majority. F. W. Harourt, K.C., for inflants. Order made. Payments for maintenance to be made ed out dismisses cross appeal with Sovereign Benk of Canada v. Mo-Pherson.—W: J. Boland, for plaintiff,

moved for an order striking out jury notice. W. B. Milliken, for defendant, contra. Motion referred to trial judge Duke v. Ulrey.-F. R. Mackelcan, for defendants Ulrey and Marskey, appealed from the judgment of the master in chambers of 10th Nov., 1909, refusing application to dismiss action for want of prosecution. C. Kappele, for defendant Barber, supported the mo-Casey Wood, for plaintiff, con-Motion stands sine die to be brought on again at any time after Judgment reserved.

three months on notice. Liquidator to The Canadian Nic

Re Nathaniel Scott .- W. H. McFaddon, K.C., for Sarah Ann Stephenson, ant now appeals therefrom. Argued moved for an order for the payment ut of \$448.67, now in court, to her cre-

Putnam's Corn Extractor, that never trial on June 11, 1909. falls and always cures; try it.

dit with accrued interest thereon, the inspector of prisons and public charitles consenting. Order made.

Marks v. Michigan Sulphide Co.—W. E. Raney, K.C., for plaintiff, moved for leave to appeal from the order of Meredith, C.J., dismissing appeal from the order of the master in chambers of 8th September, letting respondents in to defend on terms. F. McCarthy, for respondents, contra. Motion dismissed. Costs to defendants in any event. Re Lloyd and Canadian Order of Home Circles. J. H. Spence, for the society, moved for an order authorizing payment of \$500, into court by applicant to credit of infant. Order plicant to credit of infant.

Re Bridget Flyn, Lunacy.—J. H. Spence, for applicant, moved for order confirming report of the local master at Napanee. No one contra. Order made. To be approved by official guardien.

plaintiff in any event.

Re Booth and Richardson—F. Denton, mund and Charles Randolph. Judg-Booth and Richardson—F. Denton, mund and Charles Randolph. Judg-for plaintiff, moved under R. S. ment: If leave be granted it must be 897) cap. 121, sec. 31, allowing pro- under C. R. 1278, 3 (b), but I cannot the motion will be dismissed with costs to the defendants Randolph in any Suni v. Town of Dunnville—H. S. to the defendants Randolph in any White, for plaintiff, moved to retain event of the action as in the case venue at Welland, notwithstanding C. in 19 O. L. R.

Before Clute, J. Re Padget-C. H. Maclaren (Otta-Titchmarsh v. McConnell-W. H. wa) for applicants. Thomas Nixon, McFadden, K.C., for defendant, moved for an order dismissing action with guardian. A motion under C. R. 333, costs for default in giving security. Or. for the construction of the will of late ler made.
Oakley v. Silver—E. P. Brown, for Gloucester, County of Carleton. The defendant, moved for order extending clause sought to be construed is: "To K.C., for plaintiff. Order made, ex-tending time for ten days. Trial not to be delayed.

However, to the con-lowing condition, inter alia, that the said son James Charles shall pay to his mother, each year, at such time or Kelly v. Ross—H. M. Mowat, K.C., for defendant, moved for leave to amend statement of defence by pleading in mitigation of damages, bad reputation of plaintiff. W. R. Wadsworth, for plaintiff, contra. Reserved.

Rugg v. Rugg G. Crost for plaintiff by way of mortgage or lien, cumbering by way of mortgage or lien. cumbering by way of mortgage or lien, that the joint expenditure has not exceed \$200 per month. Under these circumstances it will be proper to allow the plaintiff \$20 a week and dishusements. bursements as agreed on by the soli-citors up to \$100 on the usual under-J. C. I reach this conclusion not without a hope that, this being a family matter, some arrangement may be come to by which this small annuity may not be wholly lost to the widow. Costs out of the estate.

> Latchford, J. for defendant, appealed from the judg-

> turer and dealer in fruit and produce,

to recover \$1838.25, balance alleged to

be due by defendants, who carry on, business at Regina on apples sold to for the plaintiff for \$1507.48 and costs, less costs of counter claim to be set off. Defendant now appeals from that Judgment. Judgment: Appeal allowed, and action dismissed with costs. Stewart v. the Cobalt Curling, Skating and Athletic Association-H. S. Rose, K.C., for defendants, appealed from the judgment of Riddell J. dated June 8, 1909. W. M. Douglas, K.C., for F. W. Harcourt, K.C., for Margaret for \$2000 damages for injuries sustained by plaintiff by falling from the gal-Re Hennin.—F. W. Harcourt, K.C., hockey match, owing, as is alleged, to the distinct payment of \$132.80 into Town of Cobalt, while witnessing a was precipitated to the ice below and bruised and injured. At the trial judgment was given for the plaintiff for \$350 and costs. Defendants appeal therefrom. Judgment: The mischief did not arise here from unexpected and unforbeen expected in the given conditions.

Teetzel, J. Kelly v. G. T. R. Co .- D. L. McCarthy, K.C., for defendants, on cross appeal from the trial judgment. son Smith, for plaintiff, appellant, contra. The cross appeal was heard with then dismissed, the question of costs being reserved. Judgment now handcosts fixed at \$20.

In the Court of Appeal. Present: Moss, C.J.O.; Osler, J.A.; Garrow, J.A.; Maclaren, J.A.;

Wade v. Swingston-R. S. Robertson (Stratford) and J. A. Scellen (Berlin), for plaintiffs, on appeal from judgment of divisional court reversing judgment of MacMahon, J., at trial in favor of plaintiff. W. M. Reade, K.C., for respondent. Argument of appeal reserv ed from yesterday and concluded.

The Canadian Nickel Co. v. the Ontario Nickel Co.-E. D. Armour, K.C., The King v. Macdonald -- An appli- and J. F. Edgar, for defendants, appelcation on behalf of prisoner on return lants. I. F. Hellmuth, K.C., for plainof certiforari to quash a conviction by tiff, respondent. An appeal by defendthe police magistrate of the City of ants from the judgment of Latchford, Peterborough, for alleged assault and J., of June 11, 1909. The plaintiff theft. J. R. Cartwright, K.C., for the brought action for a mandamus comcrown, contra. Order directing police manding the defendant to execute a magistrate to make out a new commit- transfer to the plaintiff of 20 acres of Prisoner to be retained in cus- land in the Township of Drury, in purtody. In other respects application suance of an agreement dated June 2, 1906. Judgment was given in the action in favor of plaintiff, and defend-

and judgment reserved. The Canadian Nickel Co. v. the Ontario Nickel Co.-E. D. Armeur, K.C., A FRIGHTFUL FIRE

Causes widespread sorrow—likewise a lively corn causes much pain—the cure is "Putnam's," the old reliable Putnam's Corn Extractor that passes the counter claim, pronounced at the c

the defendant counter-claimed for and \$20 rent. \$14,134.31, being the balance of the sum of \$15,000 paid by defendant to the plaintiff under an option agreement. Plaintiff's action and defendant's counter .claim were both dismissed with costs, and defendant now appeals from the judgment in so far as it relates to the dismissal of the counter-claim with costs. Appeal argued and judgment reserved.

Barber v. Wills and Kemerer-S. Denison and A. R. Clute, for plaintiff, appellant. W. R. Smyth, K.C., and M. Vandervoort, for defendant Wills. M. H. Ludwig, for defendant Kemerer ndent. An appeal from the judgment of Riddell, J., of June 2, 1909. The plaintiff, as assignee for benefit of creditors of Stewart and Lockwood, brought action to recover 705 shares of the capital stock of the Nipissing Mines, Ltd., or in the alternative, for damages for conversion thereof and for an account. At the trial the action was dismissed from a smallpox patient, the writer exwith costs, and from that judgment pressing the wish that the judge might plaintiff now appeals by leave direct to catch the disease and die. this court. Not concluded.

Writs Issued. Following writs have been issued

DR. A. W. CHASE'S 25C. and J. F. Edgar, for defendants, appellants. I. F. Helmuth, K.C., for plaintiff, respondent. This is an appeal from the judgment of Latchford, J., on the counter claim, pronounced at the trial on June 11, 1909.

The plaintiffs' action was for breach

The plaintiffs' action was for breach

of agreement and failure to mine, and cover possession of 536 Yonge-street George Campbell v. Toronto Rail way, to recover damages for injuries.

> Non-Jury Assize Court, Peremptory list for non-jury assiz court Wednesday, Nov. 24, at city hair at 10.30 a.m.: 134. Casler v. Grace Mfg. Co. 151. First Bank v. Wilson. 160. Beattie v. Vandeleur.

120. Brock v. McIlwain. 119. Forst v. McIlwain. FLESH OF SMALLPOX VICTIM

COLORADO SPRINGS, Colo, Nov. 23.-Justice of the Peace A. P. Toombs Accompanying them was a note explaining that they had been taken

SENT BY MAIL TO JUDGE.

Moving Pictures of Polar Explorations

In Anthony Fiala's lecture, "Conquest of the North Pole," shown the only moving pictures and Osgoode Hall:

W. R. Lorry v. Cobalt Silver Mining ture is full of thrilling and dramatic tains and the hunting of the polar

Law Society of Upper Canada

The Benchers will on the 3rd of December, 1909, appoint an Examiner for the Law School to fill the vacancy occurring during the present (Michaelmas) term. Applicants are required to send in their application to the Acting Secretary, Osgoode Hall, not later than

Monday, the 29th day of November. Applicants are referred to the rules and regulations of the Law Society and Legal Education Committee for information as to tenure of office, salary and duties. Printed copies of these will be furnished by the Acting Secretary.

The retiring member of the present examining staff is not eligible for reappointment. nent.

No application is to be made by

behalf of any applicant by letter or other-wise to any Bencher. Osgoode Hall, 20th November, 1909. 123 W. GEO. EAKINS. Acting Secretary. Black Hand Uses Dynamite.

DANVILLE, Ill., Nov. 23 -An explosion of dynamite in the fruit and wine house of Joseph Mascarl, early to-day, damaged 25 buildings in the business Co., for \$409 on a promissory note.

P. Moffat v. J. MacCormick, to reincidents of the life and hardships of the Arctic circle. The Esquimaux,
is responsible. district of the city. Mascari, who is

PASSENGER TRAFFIC.

PASSENGER THAFFIC.

Offer the unsurpassed in Luxurious and Comfortable Ocean Travel By the great 20,000 ton steamers "CARONIA" Nov. 27, Jan. 8, Feb. 19

"CARMANIA" Jan. 22, Mar. 5 Largest triple-screw turbine in the World "SAXONIA" Dec. 4, Feb. 5, Mar. 19 Twin-Screw, 14,300 tons

For Full Particulars and Reservations apply to THE CUNARD STEAMSHIP CO., Ltd.

CHICAGO \$16.90 RETURN

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NEW YORK 0.00 a.m., 4.32 and 6.10 p.m. Daily ONLY DOUBLE TRACK ROUTE Secure tickets and further information at City Ticket Office, northwest corner King and Youge Streets. PHONE MAIN 4209.



ESTATE NOTICES. EXECUTORS' NOTICE TO CREDITors-in the matter of the will of John Denny, late of the City of Toronto, gentleman, deceased.

NOTICE is hereby given, pursuant to the statute in that behalf, that all persons having claims against the Estate of the late John Denny, who died on or about the first day of August, 1909, are required to send or deliver full particulars of their said claims to the undersigned, the solicitors of the executors of the will of the said John Denny, on or before the 17th day of December next. And also that after the last mentioned date, the said executors will proceed to distribute

PORTLAND TO LIVERPOOL

Carrying only one class of cabin parsengers at \$45 and up. Third class \$27.50 and up, to Liverpool, London Glasgow, Belfast or Derry.

SS. ARABIC (twin screw, 16,000 tons)

DECEMBER 11TH
FROM NEW YORK

Special Christmas Sailing that after the last mentioned date, the said executors will proceed to distribute the assets of the said estate amongst the parties entitled thereto, having regard only to the claims of which they shall then have notice, and that they will not be liable for the proceeds of the estate so distributed or any part thereof to any person of whose claim they shall not have notice at the time of such distribution.

Dated at Toronto this 15th November CROMBIE, WORRELL & GWYNNE, 20 KING St. West, Toronto, Solicitors for said Executors. N. 17, 24. D. 1

NOTICE TO CREDITORS-IN THE matter of the estate of Edwin Watson, of the City of Toronto, in the County of York, Mechanic, deceased.

NOTICE is hereby given, pursuant to Sec. 38 of Chap. 129, R.S.O., 1897, and amendments, that all persons having claims or demands against the estate of the said Edwin Watson, deceased, who died on or about the first day of September, 1909, are required to send by post prepaid, or deliver, to the undersigned Executors, The Trusts & Guarantee Co., Limited, Toronto, or to the undersigned Messrs. Shaw, & Scott (Walkerton P.O., Ont.), its Solicitors, on or before the 30th day of December, 1909, their Christian and surnames and addresses, with full particulars in writing of their claims, and tatement of their accounts, and the nature of the securities (if any) held by them, duly verified by statutory declaration.

And take notice that after the said 30th

And take notice that after the said 30th day of December, 1500, the said Executor will proceed to distribute the assets of the said deceased among the parties entitled the said deceased among the parties entitled thereto, having regard only to the claims of which it shall then have notice, and the said Executor will not be liable for said assets, or any part thereof, to any person or whose claim notice shall not have been received by it or its said Solicitor at the time of such distribution.

THE TRUSTS & GUARANTEE COM-PANY, LIMITED. James J. Warren, Managng Director. SHAW & SCOTT, Walkerton P.O. Ont., Solicitors for the said Executor. N.24,D.1,8,15

JUDICIAL SALE OF THE ASSETS of Imperial Gold Mines, Limited

TENDERS will be received, addressed to George Kappele, K.C., Official Referee, Home Life Building, Toronto, and marked "Tenders re Imperial Gold Mines, Limited," up, to four o'clock p.m. on the 10th day of December, 1909, for the purchase of the assets of the above-named company, consisting of Parcels 3738, 3752, 3493, 3389, 3005, 3291, 3398, 3124, 4241, 3372, 2870, 3767, 3911 and 4101, in the District of Rainy River, and Province of Ontario; together with the buildings, plant, machinery and supplies thereon. The stock sheet and detailed schedule of the assets may be examined at the office of the Liquidator, and the property, machinery, etc., may be inspected upon application to him.

Terms of Sale: A marked cheque payable to the Liquidator for 22 per cent. of the amount of the tender must accompany each tender, which will be returned if the tender is not accepted; the balance (secured to the satisfactor of the Liquidator to the Liquidator of the Liquidator of the Liquidator of the course of the course of the Liquidator of

CANADIAN PACIFIC \$16.90 Chicago

Nov. 28, 29, 30, Dec. 1, 5, 6, RETURN LIMIT DEC. 12 Fastest Train Service 8 A.M. 4 P.M. 7.20 P.M.

Dy., ex. Sunday Dail
THROUGH COACHES, CAFE CAR AND SLEEPERS TO DETROIT AND CHICAGO Tickets, berth reservati Ticket Office, sontheast corner Kine and Yonge streets.

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NEW YORK—ROTTERDAM, VIA
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Sailings Tuesday as per sailing list:

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Christmas in the Old Country SS. CANADA (twin screw, 10,000 tons)

DECEMBER 4TH

Special Christmas Sailing SS. ST. PAUL (twin screw, 11,600 tons), DECEMBER 17TH YORK TO PLYMOUTH AND SOUTHAMPTON, ARRIVING

DECEMBER 24TH Secure Berths at Once H. G. THORLEY, Passenger Agent

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CARR'S TWELFTH ANNUAL CRUISE
TO THE ORIENT
February 5. 73 days, \$400 up, including shore excursions, etc. Cruises around the world; Tours to Europe. FRANK C. CLARK, Times Bldg., New York A. F. WEBSTER, Cor. King and Yonge Sts., Toronto.

THROUGH BOOKINGS from NEW YORK and Canadian Ports to EGYPT, INDIA, CHINA, JAPAN, AUSTRALIA and all Bastern Ports By ROYAL BRITISH MAIL STEAMERS

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We have the warmest rooms in the city, and the Dining-room is our specialty. Situated in the business section of Street cars pass the doors RATES \$2.00 PER DAY. AMERICAN
PLAN. SPECIAL RATES BY
THE WEEK.
ed F. J. MIDDAY, Prop.

each tender, which will be returned if the tender is not accepted; the balance (secured to the satisfaction of the Liquidator), with interest at the rate of 6 percent, per annum, within thirty days from the acceptance of the tender. The tenders will be opened by the Official Referee at his Chambers, Home Life Building, Toronto, on Monday, the 13th day of December, 1903, at the hour of eleven o'clock in the forenoon, and all tenderers are requested to be then present. The highest or any tender not necessarily accepted.

The other conditions of sale are the standing conditions of the court, so far as applicable.

PLAN. SPECIAL RATES BY

PLAN. SPECIAL RATES BY

HIGH WEEK.

F. J. MIDDAY, Prop.

Alimony Suits.

Mrs. Eliza Foher has filed an action claiming alimony from her husband, Peter Fohert. For 17 years they have lived happily together and she did not leave him until lately. She states that be a publicable. C.P.R. Lake Freight.

The lecture is of a highly educational nature as well as a scientific ore. Seats are now on sale at Massey Hall. This will be Anthony Fiala's only appearance in Toronto. Prof. A. T. Coleman, M.A., Ph. D., professor of gealogy, Toronto University, will act as logy, Toronto University, will act as logy, Toronto University, will act as logy.

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BERLIN,

Bank of Ger

Frankforter

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