

AT OSGOOD 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 Niagara Power Co.*

Peremptory list for court of appeal for Wednesday, 24th inst., at 11 a.m.:
1. *Barber v. Wills* (to be continued).
2. *Treasurer of Ontario v. Patton*.
3. *Niagara Falls Board of Trade v. International Railway Co.*
4. *North Toronto v. Toronto and York Radial Railway Company*.
5. *Le Sueur v. Morang Co., Limited*.

Master's Chambers.
Before Cartwright, K.C., Master.
Wishart v. Harris, No. 2.—J. M. Ferguson, for defendant, moved for further 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 to set aside judgment signed in default of defence. W. R. Wadsworth, for plaintiff, contra. Order made.
Statement of defence to be delivered forthwith and trial to be expedited. Costs to plaintiff in any event.

Re Booth and Richardson—F. Denton, K.C., for plaintiff, moved under R. S. O. (1887) cap. 121, sec. 31, allowing proceedings for foreclosure notwithstanding service of notice of sale. Order made.

Suni v. Town of Dunnville—H. S. White, for plaintiff, moved to retain venue at Welland, notwithstanding C. R. 323 (b). S. H. Bradford, K.C., for defendant, opposed and also moved to change venue from Welland to Cayuga. Reserved.

McDonnell v. McConnell—W. H. McFadden, K.C., for defendant, moved for an order dismissing action with costs for default in giving security. Order made.

Oakley v. Silver—E. P. Brown, for defendant, moved for order extending time for service of counter claim on added defendant. W. D. McPherson, K.C., for plaintiff, Order made, extending time for ten days. Trial not to be delayed.

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. Order made, extending time for ten days. Trial not to be delayed.
Bugs v. Bugs—G. Grant, for plaintiff, on motion for interim alimony and disbursements. J. A. Paterson, K.C., for defendant, contra. Judgment. The income of the defendant is about \$5000 a 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 time is that the wife is able to her position until the suit is heard. The husband makes affidavit that the joint expenditure has not exceeded \$200 per month. Under these circumstances it will be proper to allow the plaintiff \$200 a week and disbursements as agreed on by the solicitors up to \$100 on the usual undertaking.

Judge's Chambers.
Before Falconbridge, C.J.
Warren v. Peterson—Lester Silver Cobalt Mining Co.—F. Arnold, K.C., for plaintiff, on motion for a mandamus compelling the defendant company and its transfer agents forthwith to enter and record in the books of the defendant company, the transfer of 2000 shares of the capital of defendant company to the plaintiff. R. S. Robertson (Stratford) for defendants, 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 abundant 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 mandamus 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 Railway Co.
—F. W. Harcourt, K.C., for Margaret Feeney, moved for an order for payment of \$75, for educational purposes. Order made.
Re Hendin—F. W. Harcourt, K.C., for administrator, moved for an order authorizing payment of \$1250 into court. Order made.

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. Enlarged for two weeks to enable plaintiff to examine Dr. Borden on his affidavit.

Stinson v. G. T. Ry. Co.—F. W. Harcourt, K.C., for Mary P. Parish, moved for payment out of court of moneys standing to her credit therein, she having obtained her majority, and for payment out to the other infants of their shares on attaining majority. Order made.

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. Harcourt, K.C., for infants. Order made. Payments for maintenance to be made to father. Order continued.

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. Harcourt, K.C., for infants. Order made. Payments for maintenance to be made to father. Order continued.

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dit with accrued interest thereon, the inspector of prisons and public charities 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 \$200 into court by applicant to credit of infant. Order made.

Re Bridget Flynn, Linsay—J. H. Spence, for applicant, moved for order confirming report of the local master at Nanapanee. No one contra. Order made. To be approved by official guardian.

Re Shearer—J. H. Spence, for next friend of infant, moved for order confirming settlement and for payment of moneys into court to credit of infants, and for payment out at majority. No one contra. Order made.

Before Riddell, J.
Ryckman v. Randolph—C. S. MacInnes, K.C., for plaintiff, on motion for leave to appeal from order of Clute, J., dismissing appeal from the order of the master in chambers setting aside service of writ of summons on Edmund and Charles Randolph. Judgment: If leave be granted it must be under C. R. 1275, 3 (b), but I cannot say that there is good reason to doubt the correctness of the judgment, and the motion will be dismissed with costs to the defendants Randolph in any event of the action as in the case in 19 O. L. R.

Single Court.
Before Clute, J.
Re Padgett—C. H. MacLaren (Ottawa) for applicants, Thomas Nixon, executor, T. Lewis, K.C., for defendant, guardian. A motion under C. R. 233, for the construction of the will of late John Padgett, late of Township of Gloucester, County of Carleton. The clause sought to be construed is: "To my son Charles certain described lands, 'subject, however, to the following condition, inter alia, that the said son James Charles shall pay to his mother, each year, at such time or times as my said executors shall appoint, the sum of \$100, during her lifetime; that he, my son, J. C., shall not, and is hereby restricted from, at any time during his lifetime, selling, encumbering by way of mortgage or lien, or in any way raising money or moneys worth on the said real estate. But in the event of my son James Charles bearing issue, the above farm shall pass to his children unclouded by condition of title." James Charles died during his mother's lifetime, leaving issue. The question is whether the said sum of \$100 still remains a charge on the said land. I am of opinion that the only interest charged with the annuity was that which the son, J. C., received. I am therefore of opinion that the sum of \$100 payable to Ellen Padgett ceased to be a charge upon the land in question, upon the death of 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.

Divisional Court.
Before the Chancellor, Magee, J.; Latchford, J.
Graham v. Laird—H. Cassels, K.C., for defendant, appealed from the judgment of Britton, J., dated July 1, 1909. McGregor Young, K.C., and W. S. Morden (Belleville), for the plaintiff, contra.

This action of plaintiff, a manufacturer and dealer in fruit and produce, to recover \$1838.55, balance alleged to be due by defendants, who carry on business at Regina, on appeal sold to them, was tried and judgment given for the plaintiff for \$1897.48 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 plaintiff, contra. This was an action for \$2000 damages for injuries sustained by plaintiff by falling from the gallery of defendants in their rink in the Town of Cobalt, while witnessing a hockey match, owing, as is alleged, to the breaking of a portion of the railing of the said gallery, whereby plaintiff was precipitated to the ice below and bruised and injured. At the trial judgment was given for the plaintiff for \$500 and costs. Defendants appeal therefrom. Judgment: The mischief did not arise here from unexpected and unforeseen causes. What happened was just what might have been and should have been expected in the given conditions. The judgment should be affirmed with costs.

Before Meredith, C.J.; MacMahon, J.; Teetzel, J.
Kelly v. G. T. Ry. Co.—D. L. McCarthy, K.C., for defendants, on cross appeal from the trial judgment. Gravson Smith, for plaintiff, appellant, contra. The cross appeal was heard with the appeal of June 8 last and was then dismissed, the question of costs being reserved. Judgment now handed out dismisses cross appeal with costs fixed at \$20.

In the Court of Appeal.
Present: Moss, C.J.O.; Osler, J.A.; Garraw, J.A.; MacLaren, J.A.; Meredith, J.A.
Wade v. Swington—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 reserved. Judgment reserved.

The Canadian Nickel Co. v. the Ontario Nickel Co.—E. D. Armour, K.C., and J. F. Edgar, for defendants, appellants. I. F. Hickmuth, K.C., for plaintiff, respondent. An appeal by defendants from the judgment of Latchford, J., of June 11, 1909. The plaintiff brought action for a mandamus compelling the defendant to execute a transfer to the plaintiff of 20 acres of land in the Township of Drury, in pursuance of an agreement dated June 2, 1906. Judgment was given in the action in favor of plaintiff, and defendant appeals therefrom. Argued and judgment reserved.

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Everything For Everybody From a Tin Tack to an Airship

Can be successfully advertised in The Toronto Daily and Sunday World

There is no side to life that this popular family journal does not touch—there can be no announcement in its pages that will not create a demand for something for somebody—for man or beast—necessity or luxury—for the home—for "abroad" or for the person—and 225,000 readers every day is a clientele which every wide-awake and progressive merchant or manufacturer can ill afford to keep out of his reckoning in going after trade

There is a reason for over one hundred columns of display advertising in last Sunday's edition—the largest and best concerns in the city—and out of it—were represented there

Phone Main 5308 and make an appointment with a World representative to talk it over with you

of agreement and failure to mine, and the defendant counter-claimed for \$14,134.31, being the balance of the sum paid by plaintiff by defendant to the plaintiff under 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 Kemmerer—S. Denison and A. R. Clute, for plaintiff, appellant, W. R. Smyth, K.C., and M. P. Vandervoort, for defendant Wills. M. H. Ludwig, for defendant Kemmerer, respondent. 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 75 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 with costs, and from that judgment plaintiff now appeals by leave direct to this court. Not concluded.

Writes Issued.
Following writes have been issued at Osgoode Hall:
W. R. Leary v. Cobalt Silver Mining Co., for \$400 on a promissory note.
P. Moffat v. J. MacCormick, to rescind.

DR. A. W. CHASE'S CATARRH POWDER 25c
Send direct to the discount dealer by the Improved Blower. Heals the stops droppings in the throat and permanently cures Catarrh and Hay Fever. No lower fee. Accept no substitutes. All dealers or Remondy, Bates & Co., Toronto.

cover possession of 538 Yonge-street and \$20 rent.
George Campbell v. Toronto Railway, to recover damages for injuries.

Non-Jury Assize Court.
Peremptory list for non-jury assize court Wednesday, Nov. 24, at city hall 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 SENT BY MAIL TO JUDGE.
COLORADO SPRINGS, Colo., Nov. 23.—Justice of the Peace A. P. Toombs yesterday received two pieces of human flesh thru the mails.
Accompanying them was a note explaining that they had been taken from a smallpox patient, the writer expressing the wish that the judge might catch the disease and die.

Moving Pictures of Polar Explorations.
In Anthony Fiala's lecture, "The Conquest of the North Pole," are shown the only moving pictures and colored views in existence. The lecture is full of thrilling and dramatic incidents of the life and hardships of the Arctic circle. The Esquimaux, dogs, sledge travel, icebergs and mountains and the hunting of the polar bear are shown in a vivid manner. The lecture is of a highly educational nature as well as a scientific one. 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 geography, Toronto University, will act as chairman.

Black Hand Uses Dynamite.
DANVILLE, Ill., Nov. 23.—An explosion of dynamite in the fruit and wine house of Joseph Mascari, early to-day, damaged 25 buildings in the business district of the city. Mascari, who is an Italian, believes the "black hand" is responsible.

C.P.R. Lake Freight.
The Canadian Pacific Railway announce that after November 30 they will discontinue the acceptance of freight for furtherance via the lake and rail route, via Owen Sound, destined Port Arthur, Fort William and points west, originating at stations in Ontario, Peterboro and west.

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 Board 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. No application is to be made by or on behalf of any applicant by letter or otherwise to any Benchers.

Osgoode Hall, 23rd November, 1909. W. G. EAKINS, Acting Secretary.

JUDICIAL SALE OF THE ASSETS OF IMPERIAL GOLD MINES, LTD.
TENDERS will be received, addressed to George Kappeler, 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 3728, 3729, 3730, 3731, 3732, 3733, 3734, 3735, 3736, 3737, 3738, 3739, 3740, 3741, 3742, 3743, 3744, 3745, 3746, 3747, 3748, 3749, 3750, 3751, 3752, 3753, 3754, 3755, 3756, 3757, 3758, 3759, 3760, 3761, 3762, 3763, 3764, 3765, 3766, 3767, 3768, 3769, 3770, 3771, 3772, 3773, 3774, 3775, 3776, 3777, 3778, 3779, 3780, 3781, 3782, 3783, 3784, 3785, 3786, 3787, 3788, 3789, 3790, 3791, 3792, 3793, 3794, 3795, 3796, 3797, 3798, 3799, 3800, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3811, 3812, 3813, 3814, 3815, 3816, 3817, 3818, 3819, 3820, 3821, 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3833, 3834, 3835, 3836, 3837, 3838, 3839, 3840, 3841, 3842, 3843, 3844, 3845, 3846, 3847, 3848, 3849, 3850, 3851, 3852, 3853, 3854, 3855, 3856, 3857, 3858, 3859, 3860, 3861, 3862, 3863, 3864, 3865, 3866, 3867, 3868, 3869, 3870, 3871, 3872, 3873, 3874, 3875, 3876, 3877, 3878, 3879, 3880, 3881, 3882, 3883, 3884, 3885, 3886, 3887, 3888, 3889, 3890, 3891, 3892, 3893, 3894, 3895, 3896, 3897, 3898, 3899, 3900, 3901, 3902, 3903, 3904, 3905, 3906, 3907, 3908, 3909, 3910, 3911, 3912, 3913, 3914, 3915, 3916, 3917, 3918, 3919, 3920, 3921, 3922, 3923, 3924, 3925, 3926, 3927, 3928, 3929, 3930, 3931, 3932, 3933, 3934, 3935, 3936, 3937, 3938, 3939, 3940, 3941, 3942, 3943, 3944, 3945, 3946, 3947, 3948, 3949, 3950, 3951, 3952, 3953, 3954, 3955, 3956, 3957, 3958, 3959, 3960, 3961, 3962, 3963, 3964, 3965, 3966, 3967, 3968, 3969, 3970, 3971, 3972, 3973, 3974, 3975, 3976, 3977, 3978, 3979, 3980, 3981, 3982, 3983, 3984, 3985, 3986, 3987, 3988, 3989, 3990, 3991, 3992, 3993, 3994, 3995, 3996, 3997, 3998, 3999, 4000.

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