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CO.

Financial, Commercial and Real Estate

The Royal Loan & Savings Company

DIVIDEND NO. 94

Notice is hereby given that a DIVIDEND OF TWO PER CENT, on the paid-up Capital Stock of this Company (being at the rate of eight per cent. per annum) has been declared for the three months ending December 31st, 1914, and that the same will be payable at the office of the Company on and after January 2nd next. The transfer books will be closed from December 20th to December 31st, both days inclusive.

By order of the Board of Directors.

W. G. HELLIKER,
Brantford, Dec. 1st, 1914. Manager.

IMPERIAL BANK OF CANADA

ESTABLISHED 1875

Capital Authorized\$10,000,000.00
Capital Paid Up 7,000,000.00
Reserve and Undivided Profits 7,000,000.00

Savings Bank Department

Interest Paid on Deposits,
From Date of Deposit
Open Saturday Evenings from 7 to 9.

BRANTFORD BRANCH: 12 Market Street, Opposite Market Square

HARVEY T. WATT, Manager.

YOUR EXECUTOR

Secure the benefit of the wisdom of many. The advantage of availing oneself of the combined experience of many men in the administration of an estate must be obvious. Make your will and appoint this company your Executor. Write for a free booklet on Wills.

The Trusts and Guarantee Company, Limited

HEAD OFFICE: Toronto, Ontario
JAMES J. WARREN, E. B. STOCKDALE,
President, General Manager.

BRANTFORD BRANCH:
T. H. MILLER, Manager.
114 Dalhousie Street.

SYNOPSIS OF CANADIAN NORTHWEST LAND REGULATIONS.

The sole head of a family, or any male over 18 years old, may, as a homesteader a quarter section of available Dominion land in Manitoba, Saskatchewan or Alberta. Applicant must appear in person at the Dominion Lands Agency or Sub-Agency for the District. Entry by proxy may be made at any Dominion Lands Agency (but not Sub-Agency) on certain conditions.

Duties—Six months residence upon cultivation of the land in each of three years. A homesteader may live within five miles of his homestead on a farm of at least 80 acres, on certain conditions. A habitable house is required except where residence is performed in the vicinity.

In certain districts a homesteader in good standing may pre-empt a quarter-section along-side his homestead. Price \$300 per acre.

Duties—Six months residence in each of three years after earning homestead patent; also 50 acres extra cultivation. Pre-emption patent may be obtained as soon as homestead patent, on certain conditions.

A settler who has exhausted his homestead right may take a purchased homestead in certain districts. Price \$500 per acre. Duties—Must reside six months in each of three years, cultivate 50 acres and erect a house worth \$300.

The area of cultivation is subject to reduction in case of rough, scrubby or stony land. Live stock may be substituted for cultivation under certain conditions.

W. W. CORY, C.M.G.,
Deputy of the Minister of the Interior.
N.B.—Unauthorized publication of this advertisement will not be paid for.—94288.

JUDGE LENNOX

(Continued from Page 1)

terained an offer of \$50,000 for it; but there is no evidence so far as I can recall as to whether they were disposed to accept this sum or whether the terms of payment were satisfactory or as to the financial standing of the proposed purchaser.

Some years ago, when Mr. Hawke had proposed to sell it to Mr. Miller, but had received no encouragement whatever, Mr. Miller then saying that he was anxious to get out of the work, and until the 6th of January last when plaintiff revealed to Mr. Kernahan that Miller and Mulock contemplated the purchase of breweries or brewery stock, the defendants had the remotest idea or ground for believing that a sale could be made to Miller and Mulock or either of them.

The plaintiff is regarded as an expert upon the character, merit, capability, value, probable out-put and profits of breweries; and about the beginning of this year, or a little earlier, was engaged by Miller and Mulock to accompany them and examine a brewery at Saul Ste Marie and two others, collectively spoken of as the Northern Breweries. It turns out that Mr. Miller was at that time acting on behalf of Mr. Mulock and not jointly with him, as the plaintiff thought, but there was nothing to reveal this to the plaintiff; he understood they were jointly interested and the distinction does not affect the issue in this case.

Before the plaintiff went out to inspect the Northern Breweries, he had a conversation with Mr. Kernahan about what he was engaged in and in reference to the purchase of a brewery interest at Brantford from Mr. Kernahan and at the suggestion of Mr. Kernahan the consideration of the Brantford transaction was postponed until the plaintiff had inspected the Northern Breweries. At this time Mr. Kernahan indicated a desire to know—but did not desire the plaintiff to disclose—the names of the parties for whom he was acting in connection with the Northern Breweries.

At this time Kernahan had known plaintiff for some years; knew the nature of his occupation; had transacted business with him, and knew that aside from his earnings, he was not a man of any great means. It would not be unreasonable to infer that at this time Mr. Kernahan had, at least, remotely in his mind, that he might in the end effect a sale of the Hawke shares to the parties of whom the plaintiff was acting through the agency of the plaintiff, and the postponement of the discussion as to the Brantford agency and the arrangement to take it up upon the plaintiff's return would be, at least, consistent with the inference.

The great difficulty confronting me arises from the eminent respectability of all the witnesses; I am not disposed to believe that any of them were intentionally dishonest or untruthful or unpleasant as it is in discrimination upon evidence of this class, I have no doubt that I will be able to do so in a way to do justice between the parties on the evidence in this case. There is a clear distinction between all, and honest inability to remember what did occur.

The defendants deny employment of the plaintiff or that he was directly the means of effecting the sale to Miller and Mulock. I find both these issues in favor of the plaintiff, but throughout he gave me the impression that he was honest and truthful, and I am satisfied that he was substantially accurate in his account of what occurred between him and Mr. Kernahan, that he acted in accordance with the instructions he received from him on the 6th January, and that he made the efforts he claims to have made to bring about the sale of the defendant's stock. Of course he did not directly negotiate a sale with Mr. Miller, but what he says he did was strictly in harmony with what Mr. Kernahan desired and accorded with the policy definitely adopted by the defendants as to the course to be pursued for the disposal of the stock.

What defendants wanted and were prepared to pay for was the name of a buyer only, particulars, price, terms of payment, all negotiable in fact were to be reserved for the defendants. Mr. Miller is a busy man, assertive, self-reliant and not disposed to admit that any one could influence him, but he found the plaintiff to be a competent and trustworthy expert, and I am inclined to think, notwithstanding Mr. Miller's opinion, that the plaintiff's commendations of the O'Keefe Brewery would have some weight. This, however, is immaterial. The material fact is that he corroborates in the main and does not at any point contradict what the plaintiff says as to their discussions.

Speaking of Mr. Miller, why did Kernahan ask him if the plaintiff had spoken to him about the purchase of the stock if he had not expected the plaintiff to interest himself in the sale of it, and if it was not understood that the plaintiff would be entitled to something as a matter of right if a sale was effected—for the defendant Kernahan had no right to make a gift at the expense of the estate. How can the interview immediately after the sale even as Kernahan admitted it—be accounted for, why did he repeatedly promise to have a meeting, why did he refer the plaintiff to Mr. Garvey, why did he

practically offer \$5,000? These are pertinent inquiries although not vital to the determination of the issues.

I have come to the conclusion that Mr. Kernahan is mistaken in thinking that a flotation in England was spoken of, and that he had no ground for thinking that the plaintiff was a partner in the scheme to purchase the Northern Breweries.

The plaintiff did not volunteer the names of the men he was acting for, and on the contrary I find as a fact that Kernahan suggested that a sale of the Hawke shares to "local people" should be effected through the plaintiff, told the plaintiff he could make money in this way, asked for the names and said he only needed the names of the parties plaintiff was acting for and promised the plaintiff a commission if he gave him the names and a sale resulted; and the plaintiff disclosed the names relying upon Kernahan's promise. I find that upon this occasion, contrary to Kernahan's positive denial but in agreement with the evidence of Mr. Garvey, and the plaintiff, that Kernahan did point out that he was offering for sale "a controlling interest in the brewery," and stated that the annual malt consumption was 208 bus. I find that the plaintiff reported to Kernahan the method he was pursuing with Miller and Mulock in mode of sale. It is not denied that it was the information obtained from the plaintiff that brought the parties together and enabled the defendants to dispose of their stock.

I do not refer to one other circumstance here. With some hesitation I admitted evidence by the defence to show that at the time the sale was going through payment of commission was not completed. I think that the Northern Breweries, he concerned it probably was not, and she was the reluctant vendor; but this circumstance does not help the defence. This is just where I think that the whole difficulty began. Mr. Kernahan in his anxiety to obtain Mrs. Dryden's approval of what he regarded as an advantageous sale, forgot to tell her of the arrangement he had entered into with the plaintiff. When the sale went through without the mention of this circumstance it probably presented a situation of great embarrassment and might very well account for Mr. Kernahan's evident reluctance to come to a definite acceptance and his numerous promises and repeated failures to obtain a meeting.

A good deal of stress was laid upon the fact that the plaintiff is financially interested and Mr. Kernahan is not; but the prospect of financial gain in this case is not the only and is not even the most powerful agency that might affect the testimony of a witness. I am unable to believe that the plaintiff feels a deeper interest in the result of this action than Mr. Kernahan.

There must be judgment for the plaintiff, but the claim of 20 per cent is simply an outrageous demand. Neither of the counsel sought to give me any reasonable means of arriving at what is fair. The plaintiff's counsel relied upon the agreement to pay 5 p.c. on previous occasions—as the proper measure of the plaintiff's rights. It is not a fair measure of compensation in this case. The circumstances are quite distinct. I do not believe that either of the parties contemplated any such sum at the time of the bargain—for it was a bargain at that time. I have had a great deal of difficulty in determining what sum should be allowed. I will allow \$5,000.

The bringing of the parties together was the effective means enabling Mulock to sell the stock. The value to the defendants of the information they obtained from the plaintiff probably far exceeded the sum I am awarding; but this is not the only question to be considered in there will be judgment for the plaintiff for fifteen thousand dollars, with costs.

Stay for 30 days.

City News Items

PAVING ACCOUNT.
The city has received a bill for \$111.20 for sidewalks laid on West St and Clarence St by P. H. Secord and Sons.

ROAD ROLLER RENTAL.
The rental of a five-ton road roller charged to the city for seven days use of the machine is \$35 or five dollars a day.

ATTENDED STORY HOUR.
There was a large attendance of school children yesterday at the Story Hour, which was conducted by Miss Middlemiss.

TEACHERS RESIGNED.
A meeting of the Six Nations' School Board took place yesterday when the resignation of J. F. Bishop of No. 1, and of Mrs. Alexandra of No. 7, were handed in and accepted.

STATISTICS WANTED.
The city is asked by H. W. Wittson of the Ontario Railway and Municipal board to give as soon as possible a report of the waterworks plant for 1913. It is desired for statistical purposes in a volume under preparation.

CITY'S PORTION.
Almost two thousand feet of sidewalk has been laid on the south side of Henry St. to the north side of Charles Cross and on to West street and from there to Mount Hope gates. The city's portion of the cost of same is \$519.25, and the township is responsible for the rest.

CASH TO BE MAILED.
The dependants of the Brantford volunteers for active service, both at Toronto and at Salisbury Plains, re-

CHRISTMAS SALE

Pianos, Organs and Sewing Machines

S. G. Read & Son, Limited

beg to intimate to their customers and the public generally that they are offering their stock of instruments and sewing machines, consisting of Wright and Mendelsohn pianos and Thomas organs, "Made in Canada," also first-class New Home Sewing Machines, at good Christmas discounts. We want to clear out our whole stock within the next few weeks so as to have our room ready for the reception of goods to be sold at auction during and after the first week of the New Year for several consignments. We can give references to hundreds of customers who are using our instruments and machines, and wish to have you with them. We guarantee our pianos unlimitedly. Call and see what we have to offer before making selections.

We also have for sale, all kinds of real estate, houses and lots, farms and garden properties. Fire Insurance effected.

We wish all our customers as Joyous a Christmas as possible during this time of war.

S. G. READ & SON, Limited
129 COLBORNE STREET
Brantford

Stores To Rent

Dalhousie Street Store for rent. Good location.
Colborne Street large store to rent. Enquire about these.
Brick cottages to rent from \$7.50 per month up.

A POSITIVE BARGAIN

FOR SALE—1 1/2 storey red brick residence, well situated, 6 rooms, 3 closets, pantry, electric lights, gas, city and soft water, sink, 3-piece bath, cellar full size of house, newly grained and papered. Price only \$1650.

F. J. Bullock & Co.
207 Colborne St. (upstairs)
Real Estate—Insurance—Money to Loan—Valuators.

HOPE KAISER WILL LIVE TO SEE DOWNFALL

(By Special Wire to the Courier)
PARIS, Dec. 11.—Thursday evening newspapers comment bitterly on the kaiser's illness.
"We ought to pray that the kaiser survives to taste the full agony of his downfall and realize the extent of his irremediable defeat."
The Liberte says:
"Now begins the twilight of German Gods. The kaiser's expiation commences. It is not Napoleon vanquished by his own conquests, it is no eagle-bowing crested, but a wretched vulture with the stomach ache. In his sleepless nights, he must see, like Balhazzar's writing on the wall, the words: 'the despicable army of General French's.'"

Stoves and Pipes

R. Feely
48 Market Street
Call and see the best little Cook Stove in the world for \$16.50. Also good lines in Heaters for the cold weather.
OPEN EVENINGS

Roofing

Slate, Felt and Gravel, Asbestos and General Roofing of all kinds. Repair Work and Re-Roofing attended to promptly

Brown-Jarvis Roofing Co.

(Formerly Brown Bros.)
Telephone 590
Office: 9 George St.

A SNAP!

\$2100 buys 1 1/2 storey red brick house in East Ward, 5 minutes' walk from Market Square, 4 rooms, 3 clothes closets, bath, electric light and gas, 5 compartment cellar, cement floor. Lot 20 x 100.

\$850 buys 1 1/2 storey frame house in East Ward, 5 rooms, extra lot. Easy terms.
TO RENT—5 room house in Eagle Place, \$6.00 per month; 8 room house in Holmedale, \$8.00 per month.

S. P. Pitcher & Son

Auctioneers and Real Estate Brokers—Issuers of Marriage Licenses.
43 MARKET ST.
Phone: Off. 961, House 889, 513

For Exchange

Excellent Farm, 60 acres, only 4 miles from city, good buildings. Will take one or more city houses. Price \$4000. Call for particulars.

\$3200—Beautiful William St. residence, new, all modern. Worth \$3600. Ask to see this.

\$4500—Good down-town residence, all complete, owner leaving city, wishes a quick and quiet sale.

We have 500 Houses, 400 Farms and Gardens for sale. It will pay you to SEE US.

BOTH PHONES—Off. 325, Res. 1913
OPEN: Tues., Thurs., Sat. Evenings
Fire Insurance - Marriage Licenses

WAR ON RENTS

We have a number of houses to rent in East Ward, Eagle Place and North Ward at low figures; some at \$6.00.

Also four residences for sale at prices you will accept.

Have first choice.

JOHN FAIR

Surveyor and Civil Engineer
Solicitor for Patents
20 MARKET ST. Phone 1458

FOR SALE

50 acres, 7 1/2 miles from city. Clay and sand loam, storey and half frame house, barn 30x50, hog and hen house, good water, 4 acres wheat, 11 acres seeded. Will sell stock and implements at bargain. Price \$3500.

104 acres, 6 miles from city. Clay and loam, bank barn 34x60, good stabling, cattle shed, hog and hen house, good implement shed, 25 acres wheat, 10 acres rye, 25 acres newly seeded, good orchard, frame house. Price \$6000. This is a good buy. Possession this fall.

50 acres, a model farm, 20 acres of maple bush. \$10,500.

L. Braund

136 Dalhousie Street
Phones: Office 1533, Residence 1309
Open Wednesday and Saturday Evenings

Farm for EXCHANGE

62 acres extra good loam, good two storey frame house, barn 33 x 60, good horse stable, drive shed, implement house, pig pen and other outbuildings, large orchard, also quantity of small fruit, well watered, fences good.

This farm is located five miles from the city, in good locality. The buildings are all in good state of repair. Price \$5500.
Will accept city property as part payment.

W. ALMAS & SON

Real Estate Agents and Auctioneers
35 and 37 George Street (upstairs)

CARTER & BUCKLEY

REAL ESTATE AND INSURANCE
Address: 150 1/2 Dalhousie St.
Upstairs

H. B. Beckett

FUNERAL DIRECTOR AND EMBALMER
158 DALHOUSIE ST.
First-class Equipment and Prompt
Both Phones: Bell 23, Auto. 23
Service at Moderate Prices