

TO THE RACE

January 13th.

Sole Agents

in Canada for

THE DAYTON

BICYCLE.

Chenille Curtains, Chenille Table

Covers, Brussels Carpets, Tapestry Carpets.

FILLING LETTER ORDERS A SPECIALTY.

JOHN MACDONALD & CO.,

Wellington and Front-Sts. E.,

TORONTO.

AT OSGOODE HALL.

Yesterday Was a Field Day in the Court of

Appeal—An Interesting Judgment With

Reference to Insurance Money.

The Court of Appeal was occupied yesterday

in delivering important judgments. In

Johnson v. Catholic Mutual Benefit As-

sociation the court (Macdonald, J. A., dis-

senting) held that the insurance money

payable by the defendants under their

beneficiary certificate, issued to Patrick

O'Dea, since deceased, and made payable

to his executor, go to the next of kin, and

not to his creditors as part of his

estate. It was held that the deceased

had not power to make a valid appointment

of the proceeds by will, or by en-

deed, and that the insurance money should

be distributed among his next of kin.

The contentions of the plaintiff, a

creditor of the deceased, that the estate

was not governed by sec. 11 of the Ontario

Succession Act, and that the society had

subsequently incorporated, was overruled.

TENNANT.

In Tennant v. McKenna the plaintiff sued

for \$600 for work done for the estate of

defendant, who had made an assignment

for benefit of creditors. The assignment

was accepted by the plaintiff's partner, who

resided in Montreal, and who subsequently

transacted all the business connected with

the estate. The plaintiff carried on busi-

ness in Brockville. The defendant's partner

claimed for money received on behalf of

the estate. The court (Macdonald, J. A.,

dismissing) held that the plaintiff was not

entitled to the money, as the assignment

was not a valid one, and that the plaintiff

was not a creditor of the estate.

STEPHENS V. MOLSON'S BANK.

In Stephens v. Molson's Bank the appeal

of the plaintiff, J. A. Stephens, from the

judgment of the court (Macdonald, J. A.,

dismissing) was allowed. The court (Mac-

donald, J. A., allowing) held that the

plaintiff was entitled to the money, as the

assignment was a valid one, and that the

plaintiff was a creditor of the estate.

A JUDGMENT REVERSED.

In Gordon v. Wardwell (John J. Dixon)

the appeal of the plaintiff, J. A. Gordon, from

the judgment of the court (Macdonald, J. A.,

dismissing) was allowed. The court (Mac-

donald, J. A., allowing) held that the

plaintiff was entitled to the money, as the

assignment was a valid one, and that the

plaintiff was a creditor of the estate.

RE CAUGHILL AND BROWER.

In Re Caughill and Brower the appeal of

the plaintiff, J. A. Caughill, from the

judgment of the court (Macdonald, J. A.,

dismissing) was allowed. The court (Mac-

donald, J. A., allowing) held that the

plaintiff was entitled to the money, as the

assignment was a valid one, and that the

plaintiff was a creditor of the estate.

TO-DAY'S LIST.

Single Bill at 11 a.m.: Hopper v. Bail.

PARLOR SUITES

BEDROOM SUITES

20

Per Cent.

Discount Sale

FURNITURE

Davies Bros.

COMPANY

321 YONGE ST.

Discount

20 per

Cent.

LOUNGES, ETC.

EASY CHAIRS, ETC.

BETTER PRICES IN CHICAGO

But Liverpool Wheat quotations

No Higher To-Day.

Local Market Bull With Freight Firm—

Increase in Stocks at Port William—

Advance in Canadian Speculative Ac-

tivities—Wall Street Stocks Firm—

Provisions Weaker at Chicago—Latest

Commercial News.

The first case taken up at the Assize

yesterday was the action of Mary B. Wal-

lace of St. Catharines, who sued the To-

ront Street Railway Company for dam-

ages for personal injuries sustained in Oc-

tober last in a fall from a car at Queen

and Peter-streets, which also claims started

without notice. In the absence of any

material witness the trial, after being par-

tially adjourned until Thursday, was

continued. William Clarke, a farmer of West

York, who was called as a witness, said

that he was on the car at the time of the

accident, and that he saw the plaintiff

fall from the car. He also said that he

saw the car stop at the intersection of

Queen and Peter-streets, and that he

saw the plaintiff fall from the car. He

also said that he saw the car stop at

the intersection of Queen and Peter-

streets, and that he saw the plaintiff

fall from the car. He also said that he

saw the car stop at the intersection of

Queen and Peter-streets, and that he

saw the plaintiff fall from the car. He

also said that he saw the car stop at

the intersection of Queen and Peter-

streets, and that he saw the plaintiff

fall from the car. He also said that he

saw the car stop at the intersection of

Queen and Peter-streets, and that he

saw the plaintiff fall from the car. He

also said that he saw the car stop at

the intersection of Queen and Peter-

streets, and that he saw the plaintiff

fall from the car. He also said that he

saw the car stop at the intersection of

Queen and Peter-streets, and that he

saw the plaintiff fall from the car. He

also said that he saw the car stop at

the intersection of Queen and Peter-

streets, and that he saw the plaintiff

fall from the car. He also said that he

saw the car stop at the intersection of

Queen and Peter-streets, and that he

saw the plaintiff fall from the car. He

also said that he saw the car stop at

the intersection of Queen and Peter-

streets, and that he saw the plaintiff

fall from the car. He also said that he

saw the car stop at the intersection of

Queen and Peter-streets, and that he

saw the plaintiff fall from the car. He

also said that he saw the car stop at

the intersection of Queen and Peter-

streets, and that he saw the plaintiff

fall from the car. He also said that he

saw the car stop at the intersection of

Queen and Peter-streets, and that he

saw the plaintiff fall from the car. He

also said that he saw the car stop at

the intersection of Queen and Peter-

streets, and that he saw the plaintiff

fall from the car. He also said that he

saw the car stop at the intersection of

Queen and Peter-streets, and that he

saw the plaintiff fall from the car. He

also said that he saw the car stop at

the intersection of Queen and Peter-

streets, and that he saw the plaintiff

fall from the car. He also said that he

saw the car stop at the intersection of

Queen and Peter-streets, and that he

saw the plaintiff fall from the car. He

also said that he saw the car stop at

the intersection of Queen and Peter-

streets, and that he saw the plaintiff

fall from the car. He also said that he

saw the car stop at the intersection of

Queen and Peter-streets, and that he

saw the plaintiff fall from the car. He

also said that he saw the car stop at

the intersection of Queen and Peter-

streets, and that he saw the plaintiff

fall from the car. He also said that he

saw the car stop at the intersection of

Queen and Peter-streets, and that he

saw the plaintiff fall from the car. He

also said that he saw the car stop at

the intersection of Queen and Peter-

THE CANADIAN MUTUAL LOAN AND INVESTMENT COMPANY

SPECIAL CAPITAL—\$5,000,000

PAID-UP CAPITAL—\$250,000

HEAD OFFICE 51 YONGE-STREET

FOUR PER CENT. ALLOWED ON DEPOSITS OF

AND UPWARDS.

HIDES, SKINS AND WOOL.

Hides are unchanged, with cured quoted

at 10c. Dealers pay 9c. for No. 1.

No. 2 and 3 are 8c. and 7c. respec-

tively. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

and 9c. for No. 2. Sheepskins are 10c.

for No. 1 and 9c. for No. 2. Sheep-

skins are 10c. for No. 1 and 9c. for

No. 2. Sheepskins are 10c. for No. 1

W. J. ANDERSON & CO.

Room 7, Toronto Chambers,

King and Toronto-sts.

Stock Brokers. Phone 2805

Dealers in New York Stocks and Chicago Grain