

The Toronto World

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WEDNESDAY MORNING, JAN. 23, '13.

CLASS AND INDIVIDUAL CONSCIENCE.

Complaint is heard from time to time of the classiness of Italian, Canadian, Polish, Ruthenian and others, but those who criticize ought first to consider the great difficulty foreigners of the working class have in obtaining any footing in the country.

Ald. Robins recently introduced a resolution which makes broad-minded people hope that one day he will find himself in Germany, Italy or Russia, without a word of the language of the country. There are no people more classless than English-speaking workmen, nor any who have less regard for the weakness or necessities of others. And yet individually, English-speaking workmen will be generous and friendly, and would never dream of doing singly what collectively they do not hesitate to perpetrate.

Similarly very decent and respectable people become parties to enormities, committed by corporations in which they hold shares, which they would be ashamed to be associated with individually.

This moral degeneracy of groups of people, is a peculiar psychological phenomenon, and it is a sign of considerable moral progress on the part of any individual, when he can exhibit sufficient strength of mind to refuse to descend to the class level.

SKYSCRAPERS AND FLAGPOLES.

Aldermen May, Weston and Risk lined up with Controller Foster in the little village parade of that gentleman. "We are not in New York, and never will be," said the controller. Of course this is obvious, but it would be good for him if his friends toured him around a bit and showed him a few things. Controller Foster's real objection to skyscrapers on Yonge street, lies in the fact that they are higher than the controller's flagpole on James street.

BEFORE AND AFTER

Ald. Hubbard showed himself quite belated in the council of 1913. If he keeps trying to apply the standards of ten years ago to Toronto, he will only become a nuisance. He and his kind have kept the city back long enough. Ald. Hubbard pretended to be in favor of progressive government before the election, his first vote showed him to be a has-been. He should wake up, like Ald. Dunn.

NORTH TORONTO TELEPHONE SERVICE.

Now that North Toronto is incorporated as part of the city the council should take prompt steps to ensure that its telephone service be provided at city rates. Indeed that action ought to have been taken immediately by annexation. The principle has already been passed upon by the municipal and railway board, and an application to the board in default of voluntary concessions is all that will be necessary. The city council should act promptly in this matter.

LOANS TO LAND CULTIVATORS.

In the United States President Taft has been recommending the establishment of a loan fund for the extension of credits on easy terms to agriculturists. His suggestion was generally approved at the convention of state governors, and will no doubt be given practical effect. Similar movements are in progress in Canada and in the United Kingdom, where a new scheme was recently made public by Mr. Runciman, president of the board of agriculture, and a member of the British cabinet. It provides facilities by which agricultural co-operative credit societies may obtain help from the large joint stock banking companies and their branches, and has on that account a special bearing on the Canadian situation.

Replying to a question put in the house of commons Mr. Runciman explained that an arrangement had been made with a number of those banks by which the committee of any registered agricultural co-operative credit society could obtain help and advice in matters of book-keeping, accounts and audit from local branch bank managers, and also obtain loans on favorable terms. The banks listed, including many of long-established reputation, are willing that any of their country branch managers should assist in the formation of such societies, help with advice, and take part in the annual audit without remuneration. They also agreed to their managers acting as unpaid treasurers of these societies, provided it did not involve membership. The banks are

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THORO BUSINESS SYSTEMS OF THE SALVATION ARMY

Ten Different Departments Under the Direction of Responsible Secretaries, Whose Business Methods Are Models—Auditors Examine the Books and a Balance Sheet Is Issued.

It is sometimes said that one-half of the world does not know how the other half lives, and while one would hesitate to attribute any such limitation of knowledge to citizens of Toronto, we fear there is little doubt that some of the city's most necessary agencies in the interests of the poor and friendless fail to receive the support they so well deserve, because they are known only at a distance. The Salvation Army, notwithstanding its fiery flags and brazen throated bands, its brilliant uniforms and spectacular demonstrations, is strange as it may seem, a case in point.

Gen. Booth's organization is, as all Toronto should now know, making a special appeal to raise the money needed to build a larger Training Institute for the life and work of the Salvation Army, and in this connection one of our leading citizens had occasion a few days ago to visit the headquarters of the Salvation Army at the corner of James and Albert streets. "I never knew," this gentleman exclaimed, "that the Army had a place of business like this," thereby expressing the suggestion that even people who consider themselves somewhat familiar with the work of the organization, and who sympathize with its aims, are often in the dark so far as its inner working and business resources are concerned.

On Business Lines.
The work at the Salvation Army headquarters, it may be explained, is directed precisely on the lines of a well conducted commercial corporation, with president, vice-president, departmental managers, accountants, bookkeepers, clerks, architects, and other responsible officers, all under the same roof, one of the most notable features of the organization being that many of the employees are garbed in the uniform of the Salvation Army. There are ten different departments operating under the direction of responsible secretaries, with Commissioner Rees and Col. Sydney Maitland, the chief secretary, at the head.

Every requisition and voucher for funds or material requires the endorsement of the particular expenditure board concerned before it becomes of value, and checks will not be accepted by the Army banker unless they contain two signatures. So far as human ingenuity can contrive, indeed, the business affairs of the Salvation Army are thoroughly safeguarded. This information will be of interest to the citizens of Toronto at a time when a special canvass is being made, not by the members of the Salvation Army, but by men who have always considered it a pleasure to identify themselves with any good cause. "His Honor," the Lieutenant-Governor is chairman of the General Booth Memorial Citizens' Committee, which also includes the names of E. C. Wood, E. C. Hon. Thomas Crawford, Hon. A. E. Hon. Thomas D. Massey, Elias Rogers, R. S. Gourley, Sir Henry Pellatt, and many others.

The business men's committee is headed by Messrs. James Ryrie, T. Bradshaw, John Firstbrook, and the young men's committee by J. B. Jameson and Hugh A. Gann.

The National Trust Co., Ltd., are treasurers of the fund.

In a striking way the strength it has gathered. There never was greater reason for the exercise of that patience which means earlier success than can be gained by another recourse to means which are no longer necessary for attracting public attention, but can easily alienate public sympathy.

Ald. Morley Wickett caught the "refer-back" infection just as easily as a kindergarten scholar catches measles. A year's discussion ought to be sufficient for even a P.N.D.

With the resolution to widen Toronto street, the creation of a traffic commission becomes more than ever necessary. A proper commission, like the Harbor commission, would carry thru the work with probable profit, instead of cost, to the taxpayers.

Ald. Dunn should have full credit for his wide-awake attitude at last

Salvation Army so far as they can be separated from the spiritual. In the early years of the Salvation Army's work its leaders were often charged with not publishing balance sheets, and altho the statement has been constantly denied by the Army for nearly 30 years of its existence, the charge is still made by people who do not know and who speak without first making enquiry.

In this connection it is interesting to recall the fact that some of the late general's most breezy recollections were concerning the contributions he had received from modest gentlemen, who had declared they would give to the world if only balanced by the work of the Army. When the required financial statement was at once produced full apology sometimes emphasized by a handsome donation, was usually forthcoming.

Efficient System.
The Army has, indeed, every reason to be proud of its accounting system, and the local firm of auditors that scrutinizes its books has always spoken warmly of the system and the multiplicity of its work and the efficiency of the work and the business resources are concerned.

The financial department is one of the largest at the headquarters, and the multiplicity of its work calls for the latest and best office equipment. It has also been taken by those who have taken the trouble to look into the matter that many business concerns might with benefit take a leaf out of the Army's book.

The auditing department is another important section, and deals with the internal accounts of the Army's agencies in the Dominion, but the outside auditors also have access to these records; in fact, Brigadier W. Scott Potter, the financial secretary, is so confident in all that pertains to the Salvation Army, but by men who have always considered it a pleasure to identify themselves with any good cause. "His Honor," the Lieutenant-Governor is chairman of the General Booth Memorial Citizens' Committee, which also includes the names of E. C. Wood, E. C. Hon. Thomas Crawford, Hon. A. E. Hon. Thomas D. Massey, Elias Rogers, R. S. Gourley, Sir Henry Pellatt, and many others.

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At Osgoode Hall

Jan. 28, 1913.
ANNOUNCEMENTS.

Motions set down for single court for Wednesday, 28th inst., at 11 a.m.:
1. McNeill v. Quebec Bank.
2. Thorne v. Burgess.
Peremptory list of appellate division for Wednesday, 28th inst., at 11 a.m.:

1. Bell v. G.T.R. (to be continued).
2. My Valet v. Winters.
3. McBryne v. Imperial Loan.
4. Badg v. Astor.
5. Blaisdell v. Raycroft.

Master's Chambers.
Before J. S. Cartwright, K.C., Master.

Bank of Hamilton v. Baldwin—S. H. Bradford, K.C., for defendant, M. L. Gordon for plaintiff. Motion to set aside writ as a nullity and amending order as having been made ex-parte. Judgment: The motion cannot succeed unless the variance from the fact is matter of substance. The amendment was properly made in this case. These mistakes are not to be condoned always, and as a matter of course, but here it will be sufficient penalty if defendants are left to bear their own costs.

McGowan v. Northern Pyrites—Miller (Parker and Co.), for plaintiff, obtained on consent order amending action without costs, and directing payment out to plaintiff of money paid into court as security for costs.

Hawken v. Taylor—Macdonnell (Dewart and Co.), for plaintiff, moved for judgment under O.R. 603. D. O. Cameron for defendant. Motion entered one week at request of defendant pending negotiations.

Macdonald v. Teasdale—K. Lennox, for plaintiff, obtained order amending endorsement on writ of summons before service.

Dillon v. Eckardt—J. G. Smith, for defendant, moved for order for payment of nearly \$5 years of his existence, the charge is still made by people who do not know and who speak without first making enquiry.

In this connection it is interesting to recall the fact that some of the late general's most breezy recollections were concerning the contributions he had received from modest gentlemen, who had declared they would give to the world if only balanced by the work of the Army. When the required financial statement was at once produced full apology sometimes emphasized by a handsome donation, was usually forthcoming.

Asbestos Manufacturing Co. v. Archer—Ivey (Masten and Co.), for plaintiff, obtained order renewing writ for one year, and allowing service on defendant, not previously to be found.

Judge's Chambers.
Before Lennox, J.

Re McKinnon—Willoughby, for inspector of prisons and public charities, obtained an order allowing certain property to be sold and proceeds applied for maintenance, and appointing inspector commissary.

Re Shepherd—Willoughby, for inspector of P. and C. Co., obtained an order for allowing payment out of court of money for maintenance.

Re Finlay and Canadian Order of Foresters—F. W. Harcourt, K.C., for infant, obtained an order for payment out of court to the infant, who has now come of age.

Re Nichols, Infant—McLarty (Robinson and Co.), for Maude Nichols, moved for an order giving her custody of infant and for maintenance. A. McL. Macdonell, K.C., for father. Father's request motion enlarged two weeks.

Re Gourlay—F. Aylesworth, for mother and daughter, obtained an order declaring H. G. Gourlay incapable of managing his person or estate, and appointing a committee.

Rosenberg v. Roehrer—Walsh (Singer and S.), for vendor, R. S. Robertson (Stratford) for vendee. Motion under Vendors' and Purchasers' Act. Enlarged into court for 30th inst.

Re Fien—F. W. Harcourt, K.C., for infant, obtained order amending a clerical error in former order.

Tait v. H. T. Ry. Co.—F. W. Harcourt, K.C., for mother of infants, obtained an order for payment out of court of interest for maintenance.

Before Falconbridge, C. J.
Snell v. Brinkley—W. Proudfoot, K.C., for plaintiff, J. E. Jones for defendant. An action for specific performance of contract for sale of land, the defence being that time was of the essence of the contract. Judgment: I am of opinion that plaintiff is not in default so as to entitle defendant to invoke against him clause in question. Usual judgment for specific performance with costs. Reference to master to settle conveyance if parties cannot agree. Three months' stay from Nov. 26, 1912, date of argument.

Before Kelly, J.
Graydon v. Gorrie—W. Proudfoot, K.C., for plaintiff, J. A. Rowland for defendant. An action for specific performance of an agreement for sale of land by defendant to plaintiff. Judgment: My view is that the contract is enforceable and that it should be enforced, but as purchaser both the day on which the deed was tendered and before that date and also at the close of the trial offered to make the term of mortgage three years, that instead of five years will be its term if defendant now so desires it. Judgment for enforcement of contract with costs payable by defendant. Any dispute as to adjustment referred to the master. Costs of such reference reserved until after report.

Appellate Division.
Before Meredith, C.J.O.: McLaren, J.A.; Magee, J.A.; Hodgins, J.A.; Cartwright, J.A.; Wharton, D. T.; Symons, K.C., for defendant, appealed from order of Riddell, J. of Nov. 4, 1912. J. H. Moss, K.C., for plaintiff. Argument of appeal resumed from yesterday and concluded. Judgment reserved.

Norfolk v. Roberts—E. D. Armour, for plaintiff, J. H. Moss, K.C., for defendant. An action for specific performance of an agreement for sale of land by defendant to plaintiff. Judgment: My view is that the contract is enforceable and that it should be enforced, but as purchaser both the day on which the deed was tendered and before that date and also at the close of the trial offered to make the term of mortgage three years, that instead of five years will be its term if defendant now so desires it. Judgment for enforcement of contract with costs payable by defendant. Any dispute as to adjustment referred to the master. Costs of such reference reserved until after report.

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To sit with Wiffo by the fireside on a winter's night,
With a good pipe and matches, is my great delight,
Because I know the matches, Eddy's Silents, are alright.
They're Safe, Sure, Silent—each time I strike I get a light.

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K.C. for executors, W. N. Tilley and H. S. White for plaintiff, T. J. Blain (Brampton) for Town of Brampton. Appeal by the executors of the Dale estate from judgment of Latchford, J. of Nov. 23, 1912. This was an action upon the issue whether the Town of Brampton rightly or wrongly obtained from collecting certain arrears of water rates which plaintiff collected from defendants between 1903 and 1910, when the water system of the town passed into control of commissioners elected under Municipal Waterworks Act. The judgment required the municipality to pay to defendants \$181.72 and certain costs. Judgment reserved.

United Nickel v. Dominion Nickel—J. T. White for plaintiffs, E. McKay, K.C., for defendants. An appeal by plaintiffs from order of Riddell, J. of Oct. 17, 1912, refusing to restrain removal of ore. Plaintiffs agreeing to bring case to trial within a month, defendants facilitating with leave to apply to a judge to extend time, defendants also undertaking not to remove any ore. No order made. Costs of appeal in case.

Bell v. Grand Trunk Railway Co.—D. L. McCarthy, K.C., for defendants, W. Laclaw, K.C., and E. H. Cleaver (Burlington) for plaintiff. An appeal by defendants from judgment of Leitch, J. of Dec. 3, 1912. Action to recover \$20,000 damages for injuries to plaintiff caused by the negligence of defendants striking plaintiff's wagon on a crossing, smashing wagon and killing horses, alleged to have been caused by defendants' negligence. At trial verdict was given plaintiff for \$4000 and costs. Appeal partially argued, not concluded.

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Graydon v. Gorrie—W. Proudfoot, K.C., for plaintiff, J. A. Rowland for defendant. An action for specific performance of an agreement for sale of land by defendant to plaintiff. Judgment: My view is that the contract is enforceable and that it should be enforced, but as purchaser both the day on which the deed was tendered and before that date and also at the close of the trial offered to make the term of mortgage three years, that instead of five years will be its term if defendant now so desires it. Judgment for enforcement of contract with costs payable by defendant. Any dispute as to adjustment referred to the master. Costs of such reference reserved until after report.

Before Kelly, J.
Graydon v. Gorrie—W. Proudfoot, K.C., for plaintiff, J. A. Rowland for defendant. An action for specific performance of an agreement for sale of land by defendant to plaintiff. Judgment: My view is that the contract is enforceable and that it should be enforced, but as purchaser both the day on which the deed was tendered and before that date and also at the close of the trial offered to make the term of mortgage three years, that instead of five years will be its term if defendant now so desires it. Judgment for enforcement of contract with costs payable by defendant. Any dispute as to adjustment referred to the master. Costs of such reference reserved until after report.

Before Kelly, J.
Graydon v. Gorrie—W. Proudfoot, K.C., for plaintiff, J. A. Rowland for defendant. An action for specific performance of an agreement for sale of land by defendant to plaintiff. Judgment: My view is that the contract is enforceable and that it should be enforced, but as purchaser both the day on which the deed was tendered and before that date and also at the close of the trial offered to make the term of mortgage three years, that instead of five years will