

The Toronto World

A Morning Newspaper published every day

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GOOD AS FAR AS IT GOES.

Judge Magee's decision in the Hamilton Street Railway case, while it does not settle all the points at issue, is a distinct victory for the city.

Manager Hawkins' statement is what might be expected from a man whose sense of public rights has been influenced by business association with Attorney-General Gibson, the president of the company.

Judge Magee's decision strongly supports the theory that the issue raised by the company is a trumped up one designed to secure concessions in the shape of surrender of mileage and percentage.

The company has seen fit to play the part of absolute judge of its own case. It suddenly takes it for granted that it is not obliged to sell light-for-a-quarter tickets except to a certain class of workmen.

The city's contention is at least as good as the company's. But the city sees how completely it is at the mercy of its creature when the company, without the slightest legal sanction, continues day after day a policy of extortion which the citizens are powerless to resist.

The work of the session could not have been carried with the parties standing as they do today. The Speaker may give a casting vote on occasion, but to make all legislation depend on the casting vote of the Speaker would turn the procedure into a farce.

The government must somehow obtain the support of the opposition. The Speaker, the by-elections must be rushed on and carried by fair means or foul, and then the legislature must be assembled so quickly as to block the protests.

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The general feeling of the delegates was expressed by S. Landers of Hamilton, who said he had documentary evidence in his possession proving beyond a shadow of a doubt that the government's policy in advertising literature for the purpose of inducing immigrants to come to Canada.

This important question formed the chief subject of two meetings, or rather a long continuous one, as the delegates went to bed last night after strongly censuring the present system of immigration, and resumed the subjects to-day, when it was argued that an agent should be sent to Great Britain to counteract the gross misrepresentations of the Dominion government agents.

Delegate Kressler of Toronto said the congress should submit a formal protest to Ottawa against the immigrant policy, which he characterized as dishonest and scandalous.

A resolution was introduced by Delegate Fred Eastman of Toronto and read, substantially as follows:

"Resolved, that this congress deems advisable to appoint an agent to tour Great Britain to offset the work of the Dominion government in inducing British workers to come to this country to the detriment of Canadian workmen."

The committee on resolutions recommended that the matter be referred to the incoming executive to ascertain the cost of maintaining such an agent. The matter was discussed thoroughly, and during the debate it was questioned whether it was not better to appoint an agent to tour the United States.

It is not at all likely that the government will accept this well meant advice, but the Toronto evening newspapers yesterday published a report that the government would soon appeal to the country. This would certainly be an improvement on the holding of the by-elections, with the life of the government at stake, would be an invitation to all sorts of political crime.

On what ground the government could ask for an extension of their term to 27 years it is difficult to say, but that is their affair.

ALIGHTING FROM CARS. City Architect McCallum proposes that the street cars shall carry a sign: "Grasp handle when left hand on sign." The sign is a small sign, and is used in Buffalo. There is no doubt that the female habit of getting off backward is due to the desire to grasp the rail with the right hand. But this again is probably due to physical weakness or timidity. The right hand is used because it is the stronger. The advice to use the left hand is doubtless good for those who are strong and active enough to follow it, but allowance must always be made for the weak, and the awkward, and the time of starting the car must be adjusted to such cases.

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A SENSIBLE MOTHER

Proud of her children's teeth, consults a dentist and learns that the beauty of permanent teeth depends on the care taken of the first set.

SOZODONT Liquid and Powder

should be used. The Liquid to penetrate into the little crevices and purify them; the Powder to polish the outer surface and prevent the accumulation of tartar.

3 FORMS: LIQUID, POWDER, PASTE.

of Nova Scotia and Prince Edward Island.

The following committee was appointed to meet at a committee from the Canadian Manufacturers' Association.

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RAILWAY CO. MUST SELL TICKETS

BREACH OF AGREEMENT IS HELD

Judge Magee Grants Injunction Sought, The Not Defining Persons Entitled to Purchase.

The City of Hamilton has won the first round in its battle with the Hamilton Street Railway Co. for specific performance of the agreement in regard to the sale of workmen's tickets.

Judge Magee yesterday granted the mandatory injunction compelling the company to resume the sale of cheap tickets on the cars, saying:

"On the facts before me the company are in clear breach of their agreement. It is more convenient that for the short time before the trial they should be made to keep matters as they were, than that many others should be unfairly treated by the company's refusal to live up to it, unless there is some strong reason to the contrary."

In reading the agreement it is difficult to come to any other conclusion than that the parties intended that all classes of tickets should be available to the public. The tickets which are to be sold upon the cars are clearly those which are to be sold in places of public convenience, and it is not to be supposed that the company intended to make their purchase so inconvenient as to require them to go to a ticket office to purchase them.

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