

The Toronto World

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TUBES AND RAPID TRANSIT.

Any stick is good enough to beat a dog with, and The Star is willing to depreciate Toronto stock to find an argument against a tube system of railways. Because Toronto is not as big as New York, Philadelphia or Boston therefore Controller Hooker should not be mayor of Toronto. That is the argument, stick and dog, all together.

The Star argues that the population of the city being small, and the area large, there should be a solution of the transportation problem by means of surface lines. With this we quite agree. But The Star and its friends of the street railway sit down and block every proposal to solve the problem by means of surface lines, except at a price which would be ruinous for Toronto to pay. Toronto could construct the lines which the street railway refuses to construct, if the street railway would operate them as part of the system without prejudice to the present agreement with the city. But this is not what the railway company wants. It wants to extend its franchise, to confirm its radial connections in their grip on city streets, and to hold the city in fee generally. The city is just as determined not to be caught and bound in this way, and the tubes are the most certain means of solving that problem.

Rapid transit must come for Toronto, and is imperative now for the thousands who live or desire to live in the eastern, northern and western suburbs. It takes longer now to go from Yonge and King-streets to West Toronto than to Port Credit. This is not only intolerable for present citizens, but constitutes a serious limitation on the growth of the city. Cheap and rapid transportation means plentiful labor, well-housed, well-fed and intelligent labor. Good labor of this kind means satisfactory conditions for the employer and manufacturer. This rests on retail business, and the development of the modern community follows, all as a result of rapid transit.

It is not true therefore to say that the merchants and manufacturers of Toronto are against tubes. Against details of any proposed system, or against methods of management, or against unconsidered haste in proceeding with the construction they may be, but there is nothing more in Controller Hooker's proposal than an attempt to get a practical question before the people. The people are quite capable of expressing themselves about it. If they wait fast transit by means of tubes the plan submitted by Controller Hooker can be discussed and approved or amended or altered as may appear wise. Another vote of the ratopayers will be required before the matter could be settled.

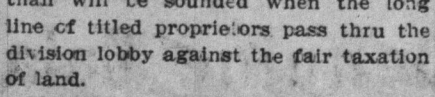
THE BRITISH BUDGET AND AFTER

Unfortunately, The World thinks for the house of lords, its rejection of the budget will be the work, not of those of its members who are best able to weigh its consequences, but of the horde of irresponsibles who imagine their personal interests to be identical with the national good. The struggle for the creation of a new social order that will redress the long existing unequal distribution of wealth has been steadily drawing nearer with the continuous change in the centre of gravity of the Liberal party. Originally dominated by the Whig and Peelite section, the controlling influence followed the enlarging democratic vision of Gladstone. Later came the rise of Joseph Chamberlain and the Radicals and their conflict with the late Duke of Devonshire, then Lord Hartington, over their Newcaste program. The introduction of the home rule issue again and summarily changed the situation by detaching many of the old and Whiggish Liberals, including Lord Lansdowne. This gave the Radicals their opportunity, they lost their leader, whose later career has led him far away from the days when he denounced the lords as those who tolled not neither did they spin.

Now that the first pitched battle between people and peers is about to be joined, the moment finds the Conservative party divided in opinion over the conduct of the campaign. Mr. Balfour has been largely responsible for the uncertain policy that has weakened Conservative councils. In the matter of tariff reform he was led or rather driven into its acceptance. His hesitation in this case is explainable by his apprehension of the difficulties involved in framing a protective tariff for the United Kingdom, but there is no obvious reason why they could not be scientifically overcome as they were in Germany. But Mr. Balfour's acquiescence in the rejection of the budget against as is reported, his real conviction, is a much more serious step, which may involve momentous consequences. Earl Cromer and Rosebery and Lord Balfour of Burleigh, all bitterly hostile to Mr. Lloyd-George's proposals, were prepared to let the budget pass rather than throw the constitution

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AT OSGOOD HALL ANNOUNCEMENTS.

Peremptory list for court of appeal for Monday, 29th inst., at 11 a.m.: 1. Re Lake Ontario Navigation Co. Hutchinson Case, Davis Cal. (To be concluded.) 2. Gelusha v. G. T. Ry. 3. Metropolitan Trust and Savings Bank v. Osborne. 4. Kimball v. Butler Bros. Hoff Co. 5. O'Reilly v. O'Reilly. 6. Stratford Fuel Co. v. Mooney.

Non-Jury Assizes.

Peremptory list for non-jury assize court, Monday, Nov. 22, at city hall, at 10.30 a.m.: 1. Casler v. Grace Mining Co. (Continued.) 151. First Bank v. Wilson. 152. Beattie v. Vandeleur. 153. Forst v. McIlwain. 154. Standard Bank v. Thomson. 155. Peterson Lake Mining Co. v. Steindler. 156. Lea v. Ault Co.

Master's Chambers.

Before Cartwright, K.C., Master. Re Taylor and A.O.U.W.-G. M. Clark, for D. Ireland, a beneficiary, moved for an order for payment out of money in court. No one contra. Order made for payment out of this motion fixed at \$25, and of the costs of the order for payment in. Re Parkin Elevator Co. v. Darling Co. Kappeler, for defendant, moved to change venue from Berlin to Toronto. H. S. White, for plaintiff, contra. Reserved. Chisholm v. Herkimer-H. E. Rose, K.C., for plaintiff, moved for an order to add certain parties as defendants. No one contra. Order made. Bank B. N. A. v. Jamieson (and two similar actions against other defendants)-G. L. Smith, for plaintiffs, moved for judgment. A. O'Hair (plaintiff, contra), for defendant, contra. All the motions adjourned for one week. Stay granted.

Standard Electric Co. v. Wolf-M. Grant (Proudfoot & Co.), for defendants, T. G. T. Corporation, moved to dismiss for want of prosecution. No one contra. Order made, but not to issue until 27th inst.

Penman v. Douglas-J. R. Code, for defendant, moved to change venue from Toronto to Ottawa. This was renewed of motion made on 19th inst. and then adjourned peremptorily to this day. No one contra. Order made, but not to issue until 27th inst. Costs in cause.

Williams v. Benner-McLaughlin (Gregory & G.), moved on consent, for an order dismissing action without costs, and allowing payment to plaintiff of \$750, and of balance with any accrued interest to defendant, Benner. Kelly v. Ross-H. M. Mowat, K.C., for defendants, on motion for leave to amend their defence by setting up plea of privilege, and in mitigation of damages, to show that character of plaintiff was not such that it would be injured by publication of statement complained of. W. R. Wadsworth, for plaintiff, contra. Judgment: As to the plea of privilege it might be pleaded in mitigation of damages, and as to the plea in mitigation of damages so

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much thereof. Only as would show plaintiff's character and reputation are not such as to be injured by the article published, and the other amendments sought are not allowed. The order will, therefore, be allowing amendments as above set out only. The plaintiff will have the usual time to reply if so desired. The costs of this motion will be to the plaintiff in the cause.

Judge's Chambers.

Re John Gamble-J. R. Meredith, for Muriel Gamble, moved for an order for payment of \$200 out of court. Order made.

Re Dundas-Dundas v. Dundas-G. Campbell, for plaintiff, on motion for administration. Enlarged for one week.

Re Banane-Stubbs v. Banane-G. C. Campbell, for plaintiff, on motion for administration. L. V. McBrady, K.C., for Loretto Banane. Enlarged two weeks.

Re Sarah Masters, lunacy-R. S. Hays (Goderich), for petitioner, moved for an order declaring lunacy. No one contra. Order made. Reference to local master at Goderich.

Re Mary Robertson-J. W. Payne, for M. McC. Robertson, petitioner, moved for an order for declaration of lunacy. J. Hales, for daughter of lunacy, J. Hales, contra. Stands sine die. If necessary to be spoken to again may be brought on before Teetzel, J., on two days' notice.

Re Wm. May-W. E. Edwards, for administrator, moved for an order fixing widow's dower at \$400. J. R. Meredith, for widow. Order made.

Henry v. McCauley-W. C. Christy, for plaintiff, moved for an order to reverse the order of the local master settling aside the certificate of the penders, J. Aylesworth, for defendants, asked enlargement. Enlarged until 20th inst. Defendants not to be brought on until two days after motion disposed of.

Re Scott-Clipsheam (Scott & S.), for administrator, moved for an order for credit of certain moneys in court at credit of infants, to apply on mortgages. J. R. Meredith, for infants. Order made. Money to be paid on mortgage subject to approval of official guardian.

Re Dowling-J. T. White, for father of infant legatee, moved for an order for payment out of court of \$48.18 to foreign surrogate guardian, J. R. Meredith, for official guardian, contra. Reserved.

Re Gibson-N. B. Gash, K.C., for mother, moved for an order for payment out of court of certain moneys for maintenance. J. R. Meredith, K.C., for infant. Order made. Money to be paid to official guardian to be disbursed with his privacy.

Re J. R. Rowell-J. R. Meredith, for mother of infant, moved for an order for payment out of the interest accruing on certain moneys in court for maintenance. F. W. Harcourt, K.C., for infant, assents. Order made. If official guardian so desires one-quarter's accrued interest may be paid.

Re J. R. Coulter-J. R. Meredith, for mother of infant, moved for an order for payment out of court of certain moneys for maintenance. Order made for payment of \$30 per year out of the fund.

Re Lillian K. Noble-J. R. Meredith, for infant, moved for an order for payment of \$75.00 into court and for receiver. The defendant Marshall performed his part of the agreement, by tendering the \$75.00, on the day it was due, and not being in default, this action must be dismissed with costs of all parties, defendants in the action. The \$75.00, and any interest that has been earned thereon by investment can now be paid into court, to be paid out to the party entitled thereto.

Before Teetzel, J. Bennie v. Verral-D. O. Cameron and S. W. Burns, for plaintiff, J. W. Curry, K.C., and H. C. Macdonald, for defendant. Judgment: This is an action for damages sustained by the plaintiff, an employee of defendant, who was engaged in chopping hay with a machine provided by defendant, by reason of alleged defects in the machine. The machine was nearly new and was made by a reputable manufacturer. The plaintiff in his opinion failed to establish that the machine was defective or unnecessarily dangerous, or that his injury was attributable to any negligence of the defendant. I think the plaintiff's unfortunate accident was attributable to his own want of care in feeding the machine, and thus hasten the day when his fingers too close to the rollers, whereby his hand was drawn into the knives. If there was any defect in the machine such defect was not brought to the knowledge of the defendant, or, of any one for whose negligence he would be responsible. The action must be dismissed with costs if asked for.

Court of Appeal. Before Moss, C.J.O., Oler, J.A., Garrow, J.A., MacLaren, J.A., Meredith, J.A.

Le Sueur v. Morang Co.-I. F. Hellmuth, K.C., for defendants, appellants, G. F. Shepley, K.C., for plaintiff, respondent. Argument of appeal resumed from yesterday, and concluded.

Rex v. MacDonald-An appeal on behalf of the prisoner from the order of Clute, J., refusing to discharge prisoner on habeas corpus, and remanding him to custody. J. R. Cartwright, K.C., and E. Bayly, K.C., for the crown, contra. Judgment reserved.

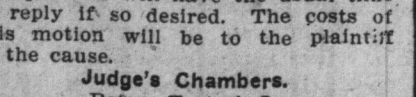
Perdue v. C. P. R.-On application of appellants' counsel, the appeal herein was adjourned to the January sittings.

Re Lake Ontario Navigation Co. (Davis Case, Hutchinson's Case)-I. F. Hellmuth, K.C., for Hutchinson, appellant, F. J. Dumbart for Davis, appellant. M. C. Cameron, for liquidator, J. H. Moss, K.C., for shareholders. These are appeals by special leave, from the judgment of Teetzel, J., of 26th April, 1909, whereby he ordered the appellant Davis to be placed on the list of contributors of the

Before MacMahon, J. Leckie v. Marshall-A. W. Anglin, K.C., Glyn Oler and J. Wood (Sudbury), for plaintiff, G. F. Shepley, K.C., for Marshall, W. Nesbitt, K.C., and G. Bell, K.C., for the Grey's Siding Co. J. A. Worrell, K.C., for the Royal Trust Co. Judgment: The plaintiff is a mine owner at Sudbury, and the defendant Marshall is an engineer in Toronto. The action is brought to have it declared that the option given by plaintiff Leckie to defendant Marshall, dated 6th May, 1908, entered into between the plaintiff Leckie and the defendant Marshall, for the sale by the former to the latter of certain mining properties in the Sudbury District for the sum of \$250,000, has expired, and that neither the said defendant Marshall, nor the defendant Grey's Siding Development, is longer entitled to the benefits of said agreement, or the possession of the mining locations and land in question. Subsequently on 29th August, 1908, the defendant Marshall assigned and transferred to the defendant Grey's Siding Development Co. all his right, title and interest in and to the option granted by said agreement of 6th May, 1908, and in and to the mining properties described therein. On 7th April, 1909, the plaintiff assigned and transferred to the plaintiff Royal Trust Co., all his right, title and interest in and to the said agreement, and to the considerations rights and claims thereunder, and to the mining properties and lands therein described. The option continued to exist, and the \$250,000 is not forfeited, so long as the instalments stipulated for by the agreement, and the letter of extension are paid as they mature. The instalment of \$37,500 which, according to the extension time agreed upon in the joint letter, would be payable on 6th July, 1909, was ten-

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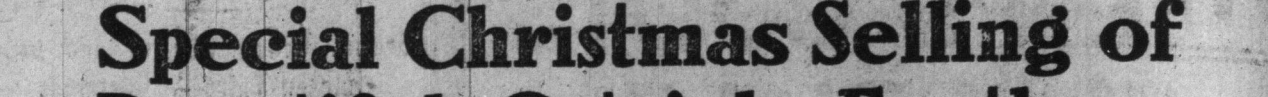
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