



**THE BLOOR STREET VIADUCT WILL GIVE TORONTO A GREAT CENTRAL MIDWAY FROM DUNDAS ST**

**The Toronto World**  
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 MONDAY MORNING, DEC. 25, 1911.

**TUBES AND CAR LINES.**  
 If The Globe were as anxious to protect the people as it is to protect the interests of the street railway company, it would see no difficulty about building tubes, completing the civic surface lines, and giving all the street accommodation they require to the people of Earlscourt, Danforth-avenue and other suburban districts.  
 The Globe (and Controller Spence), with the murky vision which has proved so disastrous to itself and its followers in recent times, assumes that the tubes are "a regulator that comes late." If The Globe has its way they will be later still.  
 The Globe is out to force the street railway company to give the city interchange of traffic. And it asks one of The Globe's fool questions: "Does the portions of the recently annexed territory to be served by the civic car lines now in process of construction, must wait for a car service till the Terault tube is completed?" And then it indulges in the "sheer lunacy," "reckless folly," talk, which The Globe in recent years has substituted for common sense.  
 The Globe knows very well that the civic car lines are being built to serve the people, after the street railway company refused to build them. The street railway is out to protect its shareholders, as it has a perfect right to do. The only question is as to the wisdom of its methods. The Globe apparently approves of them, and ignores the people for whom it should think first.  
 We believe, and experience has justified the belief, that the corporation that seeks to serve the public prospers according to its efforts in that direction. We think, therefore, that were the street railway company well advised for the next ten years, it would co-operate with the city in the use of the civic car lines, whether surface or underground.  
 The Globe admits that "the City of Toronto must ere long build fast underground lines," and that it will take five years to complete those now proposed. Surely five years is not too short a period for "ere long."  
 In the meantime, till the tubes are built, the surface lines must be operated, and the people of Earlscourt and East Toronto given proper transportation all over the city. If the street car company refuses to interchange traffic, which would be quite according to the company's methods, a five-cent fare will give any civic street car passenger transport all over the city. The civic car lines are short, and with the business in sight one cent will cover the cost of the journey. If a passenger is not going further than the civic lines go, one cent will carry him, and the one-cent fare will be the rule for that journey.  
 If, however, he wants to go downtown or across town, the city can give him for five cents, which the passenger will place in the box, transportation to the end of the civic line, or to the junction point on the street railway line, and a yellow ticket, which costs the city four cents. This will give him transportation to any other point on the company's lines. The city will have a percentage of that four cents returned to it, and as most of the business in the next ten years from the suburbs will be new business, the city

will get back twenty per cent. of the four cents.  
 With a one-cent fare on the civic lines most people would be satisfied to use their own blue, yellow, or red tickets. It would only be for those who cannot afford to buy tickets, and on whom a six-cent fare would press heavily, that the city would need to provide yellow tickets.  
 The city, of course, could issue transfers for its own lines. A passenger going from East Toronto to Earlscourt, for instance, which would be but rarely, could get for five cents his transfer from one civic car line to another, and a yellow street car ticket, which would carry him over the street car company's system from one civic railway point to the other.  
 The Globe may object to the detail, but the solid facts are there, and the principle being established, the street railway company will be less disinclined to consider negotiations for facilitating co-operation.  
 And it shows how hollow and insincere is The Globe's objection to tubes, which must be built "ere long." It will be quite long enough if we start at once.  
 Vote for tubes.

**OLD AGE CREEPING OVER THEM.**  
 It is a peculiar feature in human nature that few men are able to "keep up the pace" in matters of progress. The Globe, which was a progressive paper at one time, has arrived at that time of life when it believes there is nothing more to be done but to leave it in control of the country, and it cannot understand why other people should now have different views, and still further projects. Controller Spence, having exhausted himself on the harbor commission scheme, sees nothing more in life to live for, and opposes any other man's progressive proposals. There was a time when Ald. Dunn was regarded as a useful alderman. To-day he says to put him down in opposition to everything except the completion of the hydro-electric system. It is well the hydro is started or he would probably want to oppose that also. When a man feels the deadly symptoms creeping over him of the desire to oppose everything new, or that some one else may support, it is time to look about for the elixir of youth. Shaving off one's whiskers does not change the fact that age is upon us.

**WHY NOT DO WHAT'S NEEDED?**  
 Manager Fleming says that it is impossible to run cars on the single track on Dundas-street and "Y" them on a regular time schedule. He tacitly intimates that if the Ontario Railway Board knew its business it would have ordered a double track on Dundas-street between Hummerstreet and Keelestreet, long ago. And if Manager Fleming had been instant about the people's convenience, he would have started negotiations for a double track there long ago.  
 To see all these presumably big business men acting like piqued children when they ought to be "playing the game" is an edifying spectacle for a city of over 400,000 people.  
 It appears to us if Mayor Geary had the proper sort of viscera he would not rest till he got these things put into decent shape.  
 Manager Fleming has the brains to do it if he has the will. Why won't he accommodate the people?

**WITH THE PATIENTS AT MEAL TIMES**  
 Mr. John Turnbull, President of the Nasmith Company, Tells of a Visit to the Muskoka Free Hospital for Consumptives.  
 Conversing the other day of the great work being done for the consumptive poor at Muskoka, Mr. John Turnbull, president of the Nasmith Co., told of his stopping off at a better hospital for consumptives at Gravenhurst, one day last July. To quote his own words: "In the month of July last I had the pleasure of going thru the hospitals of the National Sanitarium Association at Gravenhurst. I was much interested in the manner in which the patients were provided with every comfort, as well as the cleanliness of the hospital. Happening to be there at the time when the patients were at a meal, I took opportunity of going into the kitchen to see what the class and kind of foods that were being served. I was much surprised to find that even the patients at the Free Hospital were recharged, as a class of food of a very high standard; in fact, the best hotels in Toronto are not serving any better. I think the reason for this is the fact that the steward's policy of buying is on the principle of quality first, price second. The board of the National Sanitarium Association are in sympathy in carrying out such a policy, and I am sure that the patients of these hospitals must receive the utmost satisfaction with the class of food served."

**AN OUTRAGED HOUSEKEEPER.**  
 Editor World: Some Americans, and especially Canadians, have a habit, which, if practiced in Europe, would be considered an insult. I have noticed several times that people who ought to know better, will come right from the dirty streets and into my dining room without removing their rubbers. Rubbers and overboots, as a class, were left in the hall; they were never taken off, and are certainly not needed on the parlor rug.  
 An Extensive Traveler.

**Smugglers Lorne.**  
 CHICAGO, Dec. 23.—Lorne Stoneburg and Albert Arthur Quillet convicted in the United States district court Canadian border to Chicago, were today sentenced to serve fourteen months in the United States penitentiary at Leavenworth, Kas., by Judge Landis. He said he received \$85 to \$120 for each Chinaman brought into the United States from Canada.

**Montreal's Assessment Is Rapidly Growing**  
 Interesting Comparison With Regarding to the City's Progress in One Year.  
 MONTREAL, Dec. 23.—Interesting comparisons are being made at the city hall with regard to the great growth of the city from the point of the augmented value of property. The increase for 1911 over 1910, nearly equalled the total valuation in Montreal thirty years ago.  
 According to a statement just completed by Mr. P. Collins, the new assistant city treasurer, the increase in the value of property for the current year over 1910, amounts to \$41,829,423 while in 1880 the total value of Montreal's taxable real estate was but \$35,424,359.  
 The completed figures for 1911 are so large as to be difficult to grasp readily. The gross assessed value is half a million dollars, and the net taxable value is \$291,189,848. In 1880 the gross value was \$78,337,769, and the net value was \$64,624,359; in 1885, the gross value was \$89,845,000, and the net value was \$77,877,533; in 1890 the gross value of property was \$122,559,858, and the net value stood at \$101,979,939; in 1895 the gross value was \$178,877,065, and the net value was \$157,327,685; in 1900, the gross value was \$188,229,471, and the net value was \$148,095,202; in 1905, the gross value was \$213,993,460, and the net value had increased to \$187,829,471; in 1910, the gross value was \$248,534,115, and the net value was \$218,341,616; and for 1911, the gross value is \$301,291,312, and the taxable value is \$281,189,848.  
 The notable increase from 1905 to 1910 is due to a certain extent to the eight new wards annexed to the city, and which appear as city property for that year.  
 As will be noted, the exempted properties have kept pace with the other developments. For the present year the exemptions on which the city does not collect a property tax amount to \$120,110,964. This is made up of municipal, provincial, federal, church and school property.

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 The conveyance thru which vendor derives title contains a covenant in part of grantees that every residence erected on the land shall be a detached residential purpose only and that no building erected on any part of the land shall be used for the purposes of any profession, business, trade, or employment save and except that of a duly qualified physician or dentist, or for any other purpose whatsoever which might be deemed a nuisance.  
 The purchaser wishes to erect a three suite dwelling house, or apart ment house, and thinks that the aforesaid building restriction prohibits the erection of such a building by him, and he asks that court declare that a good title has not been shown and that his deposit of \$100 be returned.  
 The cases cited, so far as I am able to extract any principle from them, I come to the conclusion that the dwelling house which the purchaser is to be erected, are to be treated as residential purposes only, and none the less so because the suites into which it is to be divided, are to be separately let and separately occupied, and for the reasons mentioned in my judgment, I am of opinion that neither the erection of the proposed three-suite dwelling house nor its use for the purposes for which it is designed would constitute a breach of any of the covenants in the conveyance from the Hallam Estate to the Plaintiff Investment Co., Limited. I make no order as to costs.  
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 Foster v. Mitchell—I. F. Halliwell, K.C., and C. L. Dunbar (Guelp) for defendants. An appeal from the findings of His Honor Judge Chaffin, to whom as special referee, the action for a declaration of the rights of the parties, as partners, a dissolution of the partnership, the appointment of a receiver for the taking of partnership accounts, etc., was referred.  
 Judgment: As to the referee's first finding I do not think the plaintiff is entitled to the accounts, other than the liquidation placed by the defendant upon the items except book accounts which made up his capital. I agree with the second finding as to the accounts. As to the third item, good-will, I think on the undisputed facts and the law applicable the defendant is entitled to succeed

**Reindeer Meat to Supersede Beef**  
 First Commercial Shipping Received For Use as New Form of Flesh Diet.  
 WASHINGTON, Dec. 23.—Reindeer meat from Alaska may be a food common to the American table in the near future to supplement the dwindling beef supply. This was the opinion expressed today by Mr. P. Lopp, in charge of the government's reindeer service. He has just returned from a 14,000 mile tour of inspection thru Alaska.  
 "A commercial shipment of reindeer meat, the first made in this country, has just been received at Seattle," said Mr. Lopp. "In 25 years from now at the present rate of increase there should be 3,000,000 prime beef reindeer in Alaska on which the people of this country can depend for much of their flesh diet."  
 "In taste reindeer meat is a cross between mutton and beef, but more palatable than either. Reindeer can be raised more cheaply than cattle because they will thrive on wastes so barren that even goats would starve. They are also hardier and more numerous in Alaska, fit for nothing else but which as reindeer ranches would provide abundant pasturage for 10,000,000 of the animals."

**NEW BATCH OF CADETS**  
 Canadian Navy Will Get Recruits From All Over Dominion.  
 OTTAWA, Ont., Dec. 23.—Eleven candidates were successful in the competitive examination for naval cadets held on Nov. 15, the results of which are announced in The Canada Gazette to-day. The pass list in order of merit follows: P. D. Macnair, Ottawa; C. R. H. Taylor, Westmouth, N.S.; W. J. R. Beechall, Mount Toible, Victoria, B.C.; H. W. S. Soulesby, Almonte, Ont.; R. W. Wood, Dunsmuir, B.C.; G. M. Hubbard, St. Michael's, Que.; B. D. Moore, Kentville, N.S.; H. E. Reid, Ottawa; J. C. J. Edwards, Brockville; D. St. G. Lindsay, Ottawa; T. S. Critchley, Halifax.  
 Applications will be received up to Jan. 15 from candidates for the following positions in the inside division of the civil service: Curator's assistant in the natural history division of the geological survey branch of the department of mines, and division B of the second division, initial salary \$120 per annum.

**ONE MILLION LETTERS**  
 Received in Toronto From England on Saturday.  
 By noon Christmas Day the backlog of the Christmas rush in the Toronto postoffice will be broken, but an enormous amount of work is ahead of the postal department. From England alone one million letters were received yesterday.  
 Saturday one hundred wagons were employed to assist the mail carriers. The English parcel mail arrives Saturday night and this big task will keep the staff busy till early Christmas morning.

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 The purchaser wishes to erect a three suite dwelling house, or apart ment house, and thinks that the aforesaid building restriction prohibits the erection of such a building by him, and he asks that court declare that a good title has not been shown and that his deposit of \$100 be returned.  
 The cases cited, so far as I am able to extract any principle from them, I come to the conclusion that the dwelling house which the purchaser is to be erected, are to be treated as residential purposes only, and none the less so because the suites into which it is to be divided, are to be separately let and separately occupied, and for the reasons mentioned in my judgment, I am of opinion that neither the erection of the proposed three-suite dwelling house nor its use for the purposes for which it is designed would constitute a breach of any of the covenants in the conveyance from the Hallam Estate to the Plaintiff Investment Co., Limited. I make no order as to costs.  
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 The cases cited, so far as I am able to extract any principle from them, I come to the conclusion that the dwelling house which the purchaser is to be erected, are to be treated as residential purposes only, and none the less so because the suites into which it is to be divided, are to be separately let and separately occupied, and for the reasons mentioned in my judgment, I am of opinion that neither the erection of the proposed three-suite dwelling house nor its use for the purposes for which it is designed would constitute a breach of any of the covenants in the conveyance from the Hallam Estate to the Plaintiff Investment Co., Limited. I make no order as to costs.  
 Before Teetzel, J.  
 Foster v. Mitchell—I. F. Halliwell, K.C., and C. L. Dunbar (Guelp) for defendants. An appeal from the findings of His Honor Judge Chaffin, to whom as special referee, the action for a declaration of the rights of the parties, as partners, a dissolution of the partnership, the appointment of a receiver for the taking of partnership accounts, etc., was referred.  
 Judgment: As to the referee's first finding I do not think the plaintiff is entitled to the accounts, other than the liquidation placed by the defendant upon the items except book accounts which made up his capital. I agree with the second finding as to the accounts. As to the third item, good-will, I think on the undisputed facts and the law applicable the defendant is entitled to succeed

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 Lefex v. Lefex—D. I. Grant, for defendant. J. MacGregor, for plaintiff. Motion by defendant for an order changing venue and for leave to amend statement of defence. Enlarged until 29th inst.  
 Miller v. Winn—S. G. Crowell, for plaintiff. T. N. Phelan for defendant. Motion by plaintiff for an order setting aside praescript order for security for costs. Adjudged until 27th inst.  
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 Brodie v. Patterson—J. J. MacLennan, for plaintiff. Motion by plaintiff for a final order of foreclosure as against executors of Frederick Parker, a subsequent assignee of the mortgage. Order made.  
 Bank of Hamilton v. Kelly—H. M. Mowat, K.C., for Sheriff of Toronto. T. H. Barton, for claimant. M. L. Gordon, for National Life Assurance Co. Motion by the Sheriff of Toronto for an interpleader order. Enlarged until 29th inst. for cross-examination of claimant.  
 Scott v. Schofield—Craig (Montgomery & Co.) for plaintiff. Motion by plaintiff on consent for an order dismissing action without costs, and vacating certificates of lien and its pendens. Order made.  
 Wildman v. Montgomery (two actions)—H. T. Beck, for plaintiff. Motion by plaintiff for orders for the issue of concurrent writs for service on three defendants in Ireland. Orders made.  
 Single Court.  
 Before Meredith, C. J.  
 Re Robertson and Defoe—F. J. Dunbar, for purchaser. R. D. Hume, for vendor. Motion by purchaser under the Vendors and Purchasers Act with respect to his objections to and regulations on the title.  
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