

## The Toronto World

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A Morning Newspaper Published Every Day in the Year.  
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FRIDAY MORNING, MAY 20, 1910.

## TO-DAY AND TO-MORROW.

To-day the British Empire will pay the last tribute of respect and affection to its late King. The final word will be written on the record of a sovereign whose reign of ten years has left nothing to regret and nothing to deplore, but contrarily, has earned the enduring gratitude of his loyal people. Nor could there have been any better exemplification of the character of the departed King than the sense of personal loss experienced by millions who judged him only from his public acts and his unswerving efforts to fulfill the lofty ideals he avowed at the moment when the call came to ultimate duty and responsibility. To-day the empire mourns, to-morrow it will take up its burden strengthened and encouraged by another noble example of devoted service in life and many fortitude at its close.

**HOW DEMOCRACY IS BETRAYED.**  
Is democracy on trial in Canada? Yes, and the outlook is none too good. Mr. Sifton was in doubt; so was George Tate Blackstock at the Conservation meeting Wednesday night.

What is the reason? Democracy has few true and able leaders. Most of the able men, for bread and butter reasons, or others, have gone into the service of the corporation and the monopoly interests—working for those who have grabbed the public resources or have got possession and a monopoly of public service franchises. So have the newspapers that once were of the democracy—these have become the property of those who have got hold of the national resources and the franchises. Even most of the professed friends, and even such leaders as there are of democracy are false ones; they too, are in the service of the public enemies. False newspapers, political leaders who are under the pay of corporations, these false lights first betray and then bring discredit on democracy. So that democracy is charged with the bad government in cities, is charged with the inferior service that the franchise holding corporations give.

A marked characteristic of the false newspaper guides is a constant howling for moral reform in the lives of citizens; for the purity of the home, for the work in the distant mission fields; and all the time they are putting in their best flicks in the way of double-faced articles for the tying up of the people, of the democracy, to the private corporations or the monopolies of the public necessities.

It's quite a trade these days to howl for moral reform which involves no money, and he in the service of corporations that pick the pockets of the public.

As far as democracy and the two parties are concerned, it is rather surprising that in the Liberal party you can see one prominent leader taking a testimonial mainly contributed by the corporations, and another leader taking a regular salary that comes mainly from prominent corporation men. How can such leaders prove that they are in touch with democracy?

Democracy will be all right and regnant when it finds honest leaders and honest newspaper guides.

## THE TUBE EXPERTS.

Let the tube experts get busy and send in their report. Let the contractors and financiers get ready to make their offers to build the system once it is outlined by the experts.

The tubes will finance themselves and can be built in a surprisingly short time.

Toronto has only one supreme issue in municipal politics to-day, and that is tubes. Tubes will double Toronto's population and bring hundreds of new industries.

**THE NEWSBOYS' HOME FUND.**  
No citizen of Toronto displays more public spirit than Controller Thomas L. Church. Last night, at Association Hall, he acted as chairman in the "typewriting" contest, the proceeds of which went to increasing the Newsboys' Home Fund. As always, Mr. Church was felicitous in his remarks, and made a very favorable impression.

Words of praise, too, must be given to E. Jules Brazil, who was at the piano. Mr. Brazil freely offered his services to help out a worthy cause. He is the organizer of St. Basil's Church and choirmaster of St. Michael's College. And the promoters of the Newsboys' Home Fund herewith make public acknowledgment of his pianistic art and his kind courtesies.

## CIVIC POWER AND PUBLIC SPIRIT

While it may be true that many Canadian cities are deficient in the public spirit that leads to constant and intelligent interest in the conduct of their affairs, this condition is not without exception. Fortunately there are others offering a better example, and

their number will increase now that the course of legislation is becoming more favorable to an extension of the sphere of civic government. Another helpful feature is the decided tendency to secure that the action of city and town councils in connection with franchises and other important matters affecting the community is really supported by the electorate. Both movements are certain to stimulate the growth of a genuine and active civic patriotism.

Regina, the capital of Saskatchewan, has recently provided an excellent example of the manner in which an electorate will act when free to exercise operative control over its representatives. Its council some little time ago agreed that street railways were advisable and arranged with a private company for their construction. This required ratification by the ratepayers and on a referendum the proposal was rejected by a large majority. Another vote was subsequently taken on alternative questions—whether the city should itself build the railways or postpone the project to a later date. By a vote of 16 to 1 the ratepayers resolved on immediate construction and that the system be a municipal enterprise. Regina came to a wise decision and one which will not be regretted.

## TEACHING SCHOOL CHILDREN TO SWIM.

With the boating and bathing season soon to be in full swing, attention may well be again directed to the large number engaged in these fascinating pursuits who are unable to swim. The fact would be surprising in a country so rich in opportunity to acquire the art as Canada is, were it not common enough in other countries also abounding in facilities and even among those who go down to the sea in ships. Indeed, there seems to exist, with many seamen, a certain fatalistic prejudice against acquiring the art.

But where lake and river are resorted to for recreative purposes countless tragedies would be spared if all to whom an accident happens were skillful swimmers. It is impossible to provide against the rashness of ignorance or recklessness, but it is at least possible to secure that all boys and girls during school days shall be taught one of the most delightful and healthful of exercises. In Evanston, Illinois, the local Y. M. C. A. has undertaken a canvass of the schools to ascertain how many pupils are unable to swim and arrangements have been made to give all such the necessary instructions during the summer months at convenient bathing stations. This is a lead

### REQUIEM

(Written for The Toronto World.)

Toll for the Dead!  
What time returning spring's delicious breath  
Had charm'd to life the woodland and the dell,  
And England's hedgerows bloom'd beneath the spell  
Of May-time's sweetest sorcery—came Death  
The vernal flowers amongst with icy hand,  
And straight it seem'd that spring forsook the land.  
Toll for the Dead!

Toll for the mighty Dead!  
The stately shaft lies broken, and the shock  
Swift quieted all festival and mirth;  
And grey, cold clouds of gloom enshroud the earth  
Where'er in east or west the stern, strong stock  
Of Britain flourishes, and cruel fate  
Made countless loyal hearts all desolate.  
Toll for the Dead!

Toll for the noble Dead!  
Beneath the pall lies he who lov'd peace best,  
Whose royal hand was never rais'd in strife;  
Who show'd by every action of his life  
How duty should in kings be manifest;  
Who lov'd his people well, did more than earn  
The fealty they gave him in return.  
Toll for the Dead!

Toll for the honor'd Dead!  
Yea, toll and weep; yet for the living pray—  
For her whose matchless worth all love commends,  
Who tho' with sorrow overwhelm'd, still stands  
The Empire's cherish'd idol, holding sway  
In every heart that values virtue well:  
Remember her, e'en as the passing bell  
Tolls for the Dead.

Toronto.  
J. HUNT STANFORD.

which is likely to be followed up in the United States, as it certainly should in Canada.

**EQUALITY OF TREATMENT.**  
Equality of treatment in regard to commutation tickets is a principle that the railway commissioners of Canada should insist upon. It should be put up to the railways.

The round trip fare from Oakville to Toronto, a distance of 21 1/2 miles, is 26 cents. The round trip fare from Brampton to Toronto, a distance of 21 1/2 miles is \$1.10.

Why this discrimination? Again, for 24 miles out of Montreal on the G.T.R. and 64 miles on the C.P.R., commutation ticket privileges are granted. Why special treatment for Montreal and Quebec and not the same for Toronto and Ontario?

For two years this anomaly in railway passenger rates has been before the railway commission. It calls aloud for settlement, and settlement right on the basic principle of equality of treatment.

Milton McConachie of Huntsville was found drowned in Lake Nipissing.

## FOR THE LAST TIME.

London cable to N. Y. Tribune: Yesterday Lord Rosebery's eloquence yet even could rival the tribute of loyal homage paid by tollers and humble folk massed near Westminster. Yet impressive as the demonstration of public sympathy has been, it is doubtful whether the ceremony of lying-in-state will ever be repeated.

Candid court officials admit that Queen Victoria was right in prohibiting it for her own funeral, and that the revival of this medieval system is not compatible with the times.

A prominent Englishman gives voice to this view: "The public taste for royal fetes has grown with jubilee functions, coronations and funeral pageants, until there is serious danger that the masses will approach even the most solemn events in a 'mystifying' spirit. The metropolis is now too large for a repetition of scenes like those which have been enacted at Westminster."

## Your Chance for a Trip to Kingston.

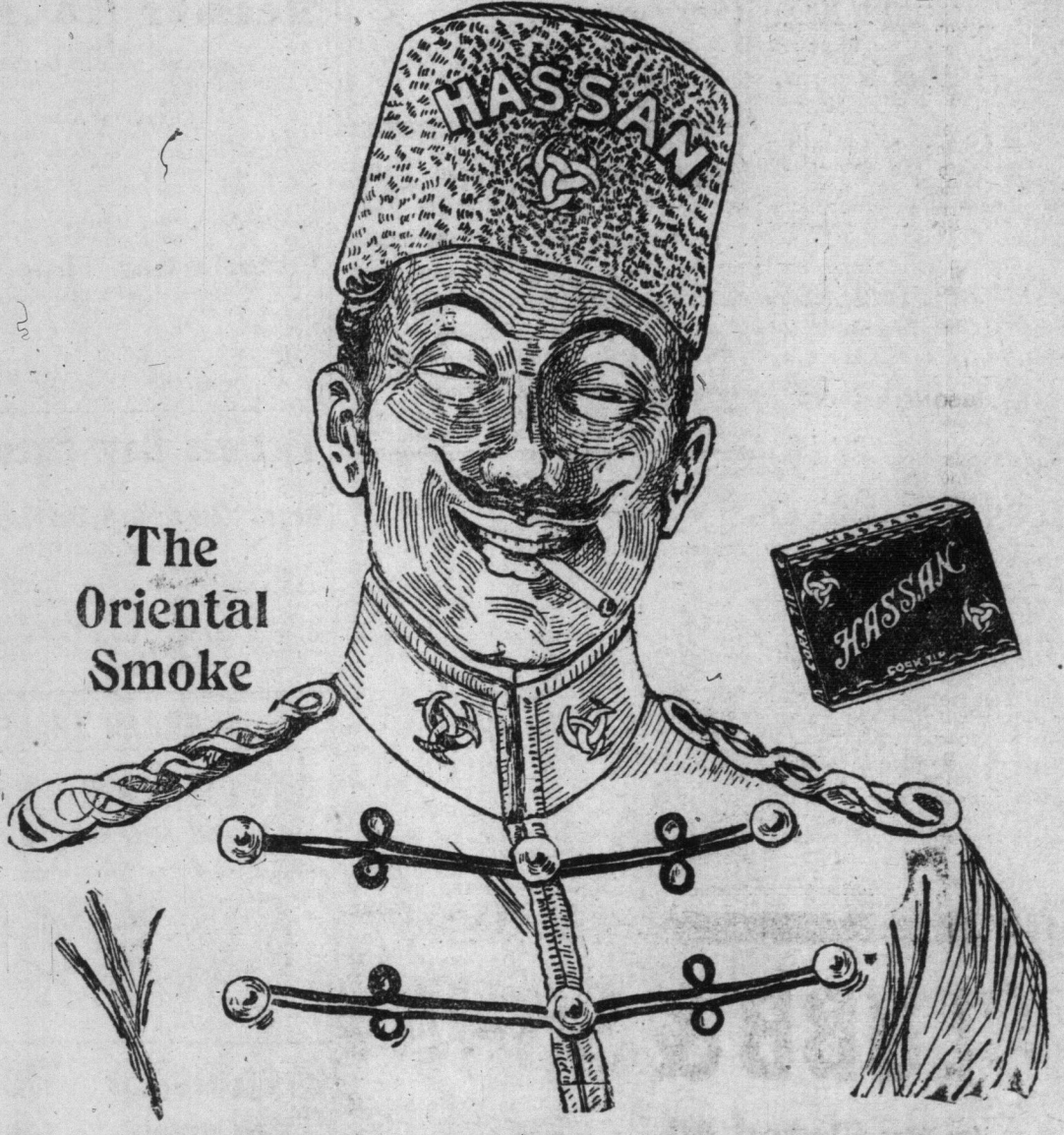
Only \$2.35 Return.

From Toronto via Grand Trunk train leaving Toronto 7:15 a.m., Saturday, May 21. Tickets valid returning any train (except International Limited), until Tuesday, May 24, inclusive.

Full information and tickets at city ticket office, northwest corner King and Yonge streets. Phone Main 4209.

## HASSAN

### CORK TIP CIGARETTES



The Oriental Smoke

TEN FOR 10 CTS.

## AT OSGOODE HALL

## ANNOUNCEMENTS.

May 19, 1910.  
Friday, 20th inst., is a dies non at Osgoode Hall, and no courts will be sitting.

## Non-Jury Assizes.

Peremptory list for non-jury assize court, Wednesday, May 25, at city hall, at 10:30 a.m.  
211. Gowanda v. Smith.  
212. Murray v. Duff.  
223. Hyde v. Toronto Theatre.  
234. Lashman v. Toronto Theatre.  
235. Mulholland v. Fowler.

David Bunker, against Myrtle Rodman, for specific performance of agreement to sell property on Margaret-street.  
Sylvester Brown against Thomas Henry Bull and Ida Brown, to set aside a release of equity of redemption on property in Dufferin-street, and for a declaration declaring said lands to be held in trust by Ida Brown for the plaintiff, and for an order directing the conveyance of the property to the plaintiff.

The Critical Manufacturing Company Limited, against the Expanded Metal and Pipefitting Company, Limited, claiming \$100 on certain bills of exchange.  
Macdonell v. Thimble and Northern Ontario Railway Commission—S. Johnston, for defendants. A. M. Stewart, for plaintiff. Motion by defendants before pleading for better particulars. Judgment: With the exact dates and quantities now given of all the material moved it should not be difficult for the defendants to plead whatever defences they consider available. If at a further stage when the cause is at issue and discovery has been given the defendants are still in doubt as to what the plaintiff is going to prove, the motion can be renewed. At present it does not seem necessary and I am therefore unwilling to hamper the plaintiff at this stage. Whether he can successfully maintain his present attitude will be decided later. Costs in the cause. Defendants can have until 27th inst. to plead.

Magee v. Travers—McMillan (Bicknell & Co.), for defendants. Motion by defendants on consent for order dismissing action without costs. Order made.  
Brown v. Bull—F. Slatery, for plaintiff. Motion by plaintiff for leave to issue a concurrent writ for service out of the jurisdiction and for service of name. Order made.  
Cooper v. Brundage—R. McKay, for defendant. F. Aylesworth, for plaintiff. Motion by defendant for an order of committal to take evidence in New York State. Order made.

Taplin Timber Co. v. Standard Cobalt Mining Co.—Heffernan, for plaintiffs. Motion by plaintiffs for leave to issue a writ for service out of the jurisdiction and for service of name. Order made.  
Turley v. Perkins—C. Elliott, for defendant. Motion by defendant on consent for an order vacating certificate of its pendency. Order made.

**Single Court.**  
Before Middleton, J.  
Sir Aemilius Irving, K.C., treasurer of the Law Society, presented to the court the following gentlemen who have been called to the bar by convocation, and who were sworn in and enrolled as barristers-at-law and solicitors of the supreme Court of Judicature: John Craig Stewart (silver medallist), Thomas Herbert and John Irwin Grover.

Margaret v. Ribble—A. H. P. Letroy, K.C., for a defendant. R. McKay, for plaintiff, contra. Motion by defendant for costs of abandoned motion. Order: That there be no costs of any proceedings not already provided for by other orders.

Re Solicitor—R. McKay, for client. E. Meek, K.C., for the solicitor. Motion to commit solicitor for non-compliance with a writ for delivery and taxation of bill. Enlarged at solicitor's request for one week to answer affidavits.

Snow v. Township of Gloucester—G. B. Nasmith, for plaintiff. R. C. H. Cassels, for defendant. Motion to continue injunction restraining tax sale of lands. Upon undertaking of plaintiff's counsel that plaintiff will pay forthwith on termination of litigation whatever taxes may be found due by plaintiff, injunction continued to trial.

Re Dredge estate—E. A. Dunbar (Guelp), for executor. A motion under C.R. 88 for an order constraining will of Dredge, and as apparent thereto for an order for representation of heirs at present unknown. Order made appointing the official guardian to represent

the class and motion enlarged until 23rd inst.  
Macdonell v. Shankle—J. M. Ferguson, for four sons of Peter Macdonell, appellants. E. D. Armour, K.C., for plaintiffs and defendants. Appeal by the four sons of deceased from the report of the local master at Chatham. Argued and dismissed with costs.

Re Harvey—Harvey v. Stewart—H. S. White, for Anne Reid. J. Shilton, for plaintiff and defendant. Motion by Anne Reid, who has been served with an administration order, to set aside said order set aside with costs, payable forthwith by James Harvey, and reserving the question whether defendant, Stewart, ought not also to be ordered to pay these costs to be dealt with on a motion in chambers in the light of the findings of that action.

Imperial Bank v. Campbell—M. L. Gordon, for plaintiff. No one contra. Motion to continue receiver. Order made appointing sheriff of district of Nipissing receiver, with costs of and incidental to motion to plaintiff.

Mariano v. Canadian Iron Corporation—G. A. Kingston, for plaintiff. Motion by defendants for order confirming settlement of action. It appears that the mother is at least equally interested with the father, and has not been made a party to the proceedings. Motion enlarged to communicate with her in Italy or to take out letters of administration and no order made now.

Re Ham and Cameron—H. J. Martin, for vendor. A. Macgregor, for purchaser. Motion by vendor for declaration that purchaser's objections not binding, and that vendor can make good title. Reserved.

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that this integration gives a more accurate mean for the day than the rule of thumb method mentioned that method may be used to find the mean horse-power; if not I shall direct an enquiry to the evidence myself as may be desired. The plaintiff will pay the costs. No matter what the result had been I should in any case have ordered the plaintiff to pay the costs of obtaining a renewed consideration of the case.

**Court of Appeal.**  
Before Moss, C.J.O.  
Re Shantz—A. H. P. Letroy, K.C., for the Co. H. S. White for Isaac Good. Motion by the company for leave to appeal from the judgment of a divisional court in an appeal from the report of the local master at Chatham. Argued and dismissed with costs.

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