

# The Toronto World

FOUNDED 1880.  
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SATURDAY MORNING, MAY 16

## ANTI-HOCKEN SUCCESS.

An evening paper, in reporting the decision of Justice Middleton giving the Toronto Electric Light Company the freedom of the city streets to erect poles at pleasure, stated that all the company's rights would expire in 1915. This is a more or less truthful statement according to the point of view. The franchise is renewable in 1919 and will only terminate if the city decides to buy out the company's rights by arbitration. A number of anti-public ownership men are now very much opposed to buying out the company on an offer much more favorable than the result of any arbitration would be, and their obstruction so far successful, is not likely to be abated. They have been shrewd enough to involve certain other elements of opposition, partly personal, partly political, and the extinction of the rights of the Toronto Electric Light Company in the city are by no means so obvious as the light remark of the newspaper would suggest.

At any rate the opposition to the purchase proposals has left Toronto without control of her own streets, and involved, and necessarily and justifiably involved, the city in expensive litigation in an attempt to assert or resume that control. The city lawyers have resolved to carry their appeal to the foot of the throne. The pilgrimage to that august landmark has not always yielded happy results, but we must hope for the best. The citizens have now an extra eight months to think over the merits of the mayor's purchase proposals, in contrast with the consequences of the opposition of policy. Costly legal proceedings, expensive makeshifts in transportation, double and triple fares, loss of control of the streets, such are the advantages offered Toronto by opponents of Mayor Hocken.

## OPEN-AIR SCHOOLS.

An excellent policy is being pursued in the establishment of "forest," or open-air schools, in the city. One opened in the east end last year has been so successful that there could be no question about following up the benefit for the west end, and in a retired spot in Howard Park, near Bloor and Keele streets, among the pine trees, the second one is being opened as soon as arrangements can be completed. Just how much healthier it is for the children one must listen to the health authorities to appreciate, but the benefit of open-air life is so obvious to all who can get a chance at it, that there can be no doubt of the advantage for the children. The educational advantages are equally great. The children are brighter, more apt and get more out of their school hours in the open air than they do under ceilings. It will not be many years before every district of the city is provided with this sensible and economical innovation.

## CHURCH VOTES FOR WOMEN.

The Canadian Churchman feels that the question of giving a vote to women at vestry meetings cannot longer be ignored. It states its adhesions to the view that women should be accorded a voice in local affairs, but is not prepared to accord the right to become lay delegates and participation in diocesan, provincial or general synods. Probably the women would be satisfied for the present with a vestry vote with a debating interest on the right to become churchwardens. As The Churchman states: "The church untiringly proclaims her appreciation of the interest and activity of her daughters." But the practical way to do it is to confer the vestry vote.

## HELPING THE FARMER.

If farmers are not able to make a living it is not the fault of the department specially devoted to the advancement of agriculture. For many years the dairy and cold storage commissioner has furnished plans and specifications for cheese factories and creamery buildings. As a natural consequence many factories built in accordance with these specifications are now in successful operation.

Guidance in this direction is all the more necessary now that the demand for food products is increasing, while the available supply is diminishing. There is a great future for the farmer who combines training and experience with his own initiative and who has learned that unless he can measure

up to the year's average he will fall behind in the end. Nature in the long run is the ultimate solvent.

## RECEPTION PLANS ARE TURNED AWRY

Postponement of Mediation Conference at Niagara Falls Disappointing Locally.

Special to The Toronto World.

NIAGARA FALLS, May 15.—The decision reached in Washington today to postpone the opening of the A. B. C. mediation conference on the Canadian side has upset all the plans for the reception of the mediators and representatives of the United States and Mexico. While it was not known here last night whether or not the postponement of the Falls conference would result in a change in the time of the arrival of the mediators and delegates, it was believed that it would. Robert F. Rose, foreign trade advisor of the department of state, arrived here this morning to engage rooms at the Prospect House on the American side for Just Lester and Frederick J. Lehman, American representatives, H. Percival Dodge, their secretary, and their party. This afternoon Mr. Rose received a telegram from Secretary of State Bryan notifying him of the postponement of the conference. Rose has not yet been notified that the American party will not arrive tomorrow night, as planned. "Mr. Bryan will let me know the date," said Mr. Rose tonight. "I expect to receive notice that the American party will not arrive till early next week."

While the Americans will make their headquarters on the American side, Mr. Rose also engaged a reception room for them at the Clifton House on the Canadian side, where the conferees will be held. It was upon the invitation of Mayor Leachman that Secretary Bryan decided that American party should be quartered on the New York side of the river, a private view is to be installed in the Prospect House to keep the headquarters of the American representatives in constant touch with President Wilson in Washington.

Mr. Rose said that he had no idea how long the mediators would stay at the Falls, but that he had told his family before leaving Washington that he did not expect to be home for at least a month. Commander Moreira of the Brazilian navy, a brother of Ambassador Daga's secretary and himself an attaché at Washington, arrived at the Falls today. He refused to be interviewed. The mediators will meet on the fourth floor of the Clifton House. The plans of the hotel management are out of order. During their sessions guards will be stationed in the hallways to keep the persons who are not entitled to attend the conference at a safe distance, so that the mediators will be protected by screens to shut off the view of the conferees.

## NEW MUSKOKA TRAIN.

Commencing Saturday, May 16th, new train will leave Toronto 10:30 a.m. daily except Sunday via Grand Trunk Railway, carrying first-class coaches and Parlor-Library-Buffer car and will arrive Muskoka Wharf 1:45 a.m. making direct connection with steamers for points on Muskoka Lakes. This train will run direct to the (original) Muskoka Wharf (the former Muskoka Lakes), thus avoiding an inconvenience to passengers. Return connection will be made with train leaving Muskoka Wharf 10:30 a.m. daily except Sunday, arriving Toronto 3:45 p.m. Tourist tickets at very low fares are now on sale to Muskoka Lakes points, and will be valid to return until November 30, 1914. Full particulars at City Ticket Office, northwest corner King and Yonge streets. Phone Main 4208.

## GOES TO SALVATION ARMY.

A fearful little girl of 16 years, whose parents are dead, was charged in the court yesterday with obtaining goods under false pretences. She has been twice before the court this month upon a charge of obtaining groceries and fruit by the same process, and the magistrate looked at her with pity. "There is a pitfall at every street corner," said the judge, "and the Salvation Army will care for the accused."

## A Message To Thin, Weak, Scrawny Folks

An Easy Way to Gain 10 to 30 Lbs. of Solid, Healthy, Permanent Flesh.

Thin, nervous, undeveloped men and women everywhere are heard to say, "I eat plenty of good, nourishing food." The reason is just this: You cannot get fat, no matter how much you eat, unless your digestive organs assimilate the fat-making elements of your food instead of passing them out through the body as waste. What is needed is a means of gently urging the assimilative functions of the stomach and intestines to absorb the blood and fats and hand them over to the blood, where they may reach the starved, shrunken, an-down tissues and build them up. This person's body is like a dry sponge—eager and hungry for the fatty materials of which it is being deprived by the failure of the alimentary canal to take them from the food. The best way to overcome this slough of flesh building elements and to stop the leakage of fats is to use Sargol, the recently discovered "regenerative" force that is recommended so highly by physicians here and abroad. Take a little Sargol tablet with every meal and notice how quickly your cheeks fill out and over your body, covering each angle and projecting point. Your drug-habit has sargol, or can get it from his wholesaler, and will refund you the weight it produces as stated on the guarantee in each package. It is a simple, easy to take and highly effective.

Caution—While Sargol has produced remarkable results in overcoming nervousness, dyspepsia and general stomach troubles, it should not be taken unless you are willing to gain ten pounds or more, for it is a wonderful flesh-builder.

## AT OSGOOD HALL

ANNOUNCEMENTS

During the week commencing Monday, May 18, weekly court and judges chambers will be held from 10 a.m. to 11 a.m.  
Peremptory list for first divisional court for Monday, May 18, at 11 a.m.:  
1. Chadwick v. Tudhope.  
2. Tew v. Joseph.  
3. Langley v. Simons.  
4. Mancell v. M.C.R.R. Co.  
5. Massie v. Campbellford.

Master's Chambers.

Before J. A. C. Cameron, Master.  
Anglo-Canadian Leather Co. v. Goldsmith & Co. (R. J. McManis, for plaintiff, R. G. Agnew for plaintiff, A. Cohen for defendant and claimant, O. H. King for an execution creditor. Order made directing issue between claimant and execution creditor. Costs of motion as between execution creditor and claimant reserved to judge who tries issue.  
Kelly v. National Gas Co.—Collier (Ross & H.), for defendant, moved to set aside writ of summons on ground that it is not properly specially endorsed. T. H. Barton for plaintiff. Order made. Defendants are allowed to appear without filing affidavits. Plaintiff to be at liberty to deliver claim. Costs in cause.  
Buckland v. Western Farming & Colonization Co.—W. W. Denison for plaintiff, obtained order for issue of writ for service outside jurisdiction at Hardy Bay, B.C. Time for appearance limited to 30 days. Costs in cause.  
Dowling v. Blain—W. H. McFadden, K.C., for defendant, moved for order setting aside writ of summons and service of same, and the order of the judge allowing issue of writ. F. Aylesworth, for plaintiff. Motion dismissed. Costs in cause.  
O'Flynn v. City of Toronto—J. G. Smith, for City of Toronto, moving for judgment, moved for order setting aside third party notice and the order authorizing service. J. J. Maclean for defendant. Motion dismissed. Costs to defendant in cause against third parties.

James v. Toronto & York Radial Ry. Co.—Laurie Aylesworth & Co., for defendant, moved for order postponing trial on ground of absence of material witnesses. T. N. Phelan for plaintiff. Enlarged until 18th inst.

McKey v. Conway—R. H. Green, for plaintiff, obtained order amending endorsement on writ of summons and allowing plaintiff to sign judgment. Shaver v. Deacon—H. Ellis, for defendant, obtained order on consent dismissing action and counter claim without costs.  
Jonston v. Mines Leasing & Development Co.—J. T. White, for defendant, moved for order setting aside notice of trial as irregular. C. Swaby for plaintiff. Enlarged to 18th inst.

McCreary v. Feighen—R. N. McCormick, for plaintiff, obtained order on consent discharging lien and its pendens and for personal judgment against defendant Wheeler.  
Haughton v. Vine—Keeler (Clark, McP. & Co.), for plaintiff, obtained leave to issue execution against defendant for amount of judgment debt, interest and costs.

Co-J. T. Murdoch for defendant, obtained order on consent dismissing action without costs.

Gorman v. Gorman—G. Keogh, for plaintiff, obtained order on consent dismissing action without costs.

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Before Kelly, J.

M. Solomon & Co. v. Albert J. Brenton & Co. G. Agnew, for plaintiff, moved for order striking out jury notice. M. Grant for defendants. Motion referred to trial judge.  
Berlin v. Brewery Co. v. Lawless—H. J. Macdonald, for defendant, appealed from taxation by local registrar at Berlin. Appeal by defendants. Order made reducing bill by four dollars. No costs of appeal.  
Rosen v. Jewell Mines—J. P. MacGregor for R. B. Woods, petitioner, moved for winding-up order. No one appeared. Order made. A. E. Wilson, administrator liquidator. Reference to master in ordinary.  
Re McVicar-Langworthy v. McVicar, J. Haverson, K.C., for plaintiff, moved for order fixing date of trial. W. McCullough for C. Kains. S. W. McKinnon for A. Crane. F. Aylesworth for R. B. Woods. Other than beneficiaries. Reserved.  
Rooke and Smith—F. C. Dyke, for vendor, asked on consent that judgment be reversed into court and set down for Monday, 18th inst. Order as asked.  
Snell v. Bricks—M. Grant, for plaintiff, moved for order directing master to proceed with reference. J. E. Jones for defendant. No order. Judgment in appeal to privy council. Costs reserved.  
Plummer and Rescor—L. C. Smith, for vendor, moved for order declaring that purchaser's objections are invalid and that vendor can make good title. D. Urquhart for purchaser. Reserved.

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Miles v. Constable—T. F. Slattery for plaintiff. H. A. Reesor for defendant. Action by plaintiff to recover damages from flooding of basement of building, causing complete cessation of the bakery business carried on there. Defendants contend that there was no obligation upon them to remedy the trouble, that that was the duty of the plaintiff. The facts, as I find them, do not support that contention. I have no difficulty in finding that plaintiff is entitled to relief. The plaintiff has established his claim to \$1120. I allow \$213.23 for rent and deducting this from \$1120 leaves \$906.67 as the amount due plaintiff. Plaintiff is still liable for the taxes from commencement of lease to date of issue of writ, down to which time only have I dealt with matters. Involved between the parties. Judgment for plaintiff for \$906.67 with costs.

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