

The Toronto World

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FRIDAY MORNING, OCT. 14, 1910.

OUR OWN SOTSMAN.

No better inherited enigma was pronounced on Tuesday at Berlin than on Mr. P. M. Sotzman, the chief engineer of the hydro-electric commission. Both Hon. Adam Beck and Mr. W. K. McNaught took occasion to refer to his ability, his capacity, his unerring success, and, beyond all, his absolute and unswerving integrity.

When Mr. Sotzman came to Toronto there was a good deal of head-shaking and, perhaps, a little jealousy at the intrusion of a foreigner so-called. Mr. Sotzman's frank way disarmed everyone, and his utterly unassuming manner has won the respect of all, while his professional attainments are not only no longer questioned, but Toronto is known in engineering circles as the home of one of the eminent electric engineers of the day. As Mr. Beck said, he has built his own monument and his name is known throughout the civilized world wherever electricity is mentioned.

Mr. Sotzman is of the same nationality as Queen Alexandra. Like her, he is now a British subject, and his children, as Mr. Beck said, born in Ontario, are British subjects. He is one of ourselves and we may well be proud of him.

And the province owes him much. What he has saved to the people by his skill, his ingenuity and his foresight, can scarcely be calculated. And he has set a standard of moral integrity which it will be a shame henceforth for any Canadian to fall below. And that is perhaps the finest thing that can be said of any man.

UP AGAINST IT.

Comments on the inauguration of the power scheme at Berlin by the hostile corporation press are very amusing. The London Advertiser admits somewhat grudgingly that "technically it has proved to be practicable, judging by results to date." But, "whether it will be a paying investment for the municipalities has yet to be demonstrated." Of course the corporations in the same line with two and three and four times the capital charges do not need any demonstration of their success.

The Hamilton Times is very funny. Read this:

Grossly mismanaged as the undertaking has been, it will furnish to Berlin and a number of other municipalities a supply of electric power that will be much to their advantage. It is a pity that the carrying out of the scheme should have been marred by methods which are not to be justified on honorable principles.

And the fun of it is that this last sentence does not refer to The Times itself and the opposition it represents, but to the hydro-electric commission. The Guelph Mercury has no illusions on this point.

We know, it says, that some of those corporations placed all the obstacles in the way which they could conceive, and there is no doubt Mr. Beck had the fight of his life to carry the project thru. It was well that the question was kept out of politics, and all parties interested in its success joined hands in its support.

The Hamilton Times did not join hands, nor The Hamilton Spectator, nor The Stratford Beacon, nor The London Advertiser. And many another only refrained from hindering from the fear of its ultimate success. Let their neutrality be accounted to them for righteousness. Even the opponents of the scheme will now reap the benefit of cheap Niagara power.

THE PREMIER SHOULD KNOW.

Sir James Whitney's statement that if the city and the Toronto Electric Light Co. do not get together the government will be forced to interfere, will be read in the light of Sir Henry Pellatt's confidential visit to the premier a few days ago, and the cordial relations established between these gentlemen prior to and during the visit of the Queen's Own to London. We do not mean to say that there is necessarily any connection, but it is in the mind of the public that the relation exists, and Sir James ought to be aware of the impression.

He ought to be aware also that the city has made repeated attempts to come to terms with the Toronto Electric Light Company, and that Mr. Joseph Oliver, when mayor, made a definite offer of purchase, which was refused by Sir Henry Pellatt, a refusal which so annoyed Senator Jaffray that he resigned, it is stated, from the directorate of the Electric Light Company on that account.

Sir James must be aware also, or can easily make himself aware by the expert knowledge at his disposal, that the Toronto Electric Light Company's plant is antiquated and run down, and

that the franchise expires within a comparatively short period. With these things in mind, we are of the opinion that if Sir James finds it necessary to interfere, it will be in the public interest, and not in the interest of the corporation. Perhaps he could convey this idea to Sir Henry when that gallant officer next makes him a confidential visit. Whatever he may do, we are sure it will be with the utmost fairness and justice to all concerned.

NOT INTENTIONAL.

Some blunders were made by the reception committee at Berlin responsible for last Tuesday's arrangements, and some explanation should be made, as the hydro-electric commission is being saddled with the onus of the omissions.

The Hamilton Times speaks of "the shabby treatment meted out to the mayor and other representatives of Hamilton." Hon. W. L. Mackenzie King got into the banquet room, but was allowed to sit unrecognized at a back table. Other representative men were similarly neglected. It was certainly not the fault of the commission. Berlin did admirably for such a big occasion, and if there were some over-sights the town authorities may be pardoned if they make it clear that what was done was not as The Hamilton Times says, "so deliberate that it cannot be attributed to any mistake of any particular person. It partook of the nature of an insult."

It is certain that no such thing was intended, and perhaps only The Times formed this idea, but Berlin may very amiably correct it.

And Toronto can make a note of the experience if any similar event is contemplated here.

ONLY DELAYED.

There were a lot of people expected that Premier Whitney would have announced at Berlin the creation of a power and public service portfolio, with full ministerial rank for the Hon. Adam Beck in the cabinet. Perhaps Sir James is reserving the announcement for the inauguration of the power system in Toronto.

Since Sir James needs an occasional outlet for his political views, perhaps Gog and Magog might manage to establish a lord mayor's banquet at the city hall. Or a whitebait dinner.

"My lines have fallen in unpleasant places," revised version of Scripture text, as read by the provincial secretary.

The present is the open season for confidential letters.

CHARGES ARE UNFOUNDED

Citizens of Rainy River Didn't Ill-Treat Refugees.

"There's not a word of truth in it," said W. A. Preston, M.L.A., of Rainy River, yesterday, to the statement that United States refugees had been ill-treated by Canadians at Rainy River.

The citizens had been most kind and considerate to the refugees and everything that could be done to help them in the way of food and clothing and money had been done.

"The trouble, if there was any, was caused by a gang of toughs who came over and did not stop their depredations until they had killed a policeman," he said.

A man named Farrell was sworn in as a special constable at Rainy River. This gang of five thugs invaded the town and proceeded to loot houses. Farrell went to stop them and they attacked him. When the body was found later it was beaten almost beyond recognition. Mr. Preston has asked the government to institute an investigation to have the criminals brought to justice.

Mr. Preston also made a request to the government for aid to the soldiers on the Canadian side of the line who suffered so severely by forest fires in the early summer. Their houses, buildings and crops were destroyed, and many of them are destitute.

Hints to Hunters

Is the title of a free illustrated booklet just issued showing the hunting seasons in the different provinces, variety of game in each province, special rules in effect to all hunting localities from Toronto, Detroit and Buffalo, and a volume of information of value to sportsmen. Copy may be had free from a Canadian Pacific agent or by writing R. L. Thompson, district passenger agent, Toronto.

Halleybury Firm Assigns.

Scott & Gifford, proprietors of a men's furnishings store in Halleybury, have assigned to N. L. Martin, assignee, Toronto. The establishment was a large one. A meeting of the creditors will be held in the office of the assignee Oct. 18.

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Toronto World, Oct. 14, 1910.

International Work of the Y.M.C.A.

By Richard C. Morse of New York, Chairman International

The so-called international work of the Y. M. C. A. is the work entrusted to the international committee by the international convention of the Young Men's Christian Association of Canada and the United States.

It is an international work on this continent which is already 55 years old. Three years after the first Young Men's Christian Association of Canada, this work began in the first conference or getting together of the year 1854. At that small meeting in Buffalo, both Canada and the United States were represented. In that far off period they organized under the name of the Young Men's Christian Association of the United States and British provinces, for the Dominion was not then in sight.

Twenty years passed away. The associations, decimated by the great civil war, revived under the supervision of their international committee. For its international work, its first employed supervising secretaries were secured in 1868 and 1869. The first pair, work west of the Mississippi, the second in eastern Canada.

Forty years have now passed, and both the secretaries are still living and still engaged in this international work. But they have been joined gradually by associates from decade to decade, until now there are 200 supervising secretaries—100 at work in North America, and the second hundred in Asia, South America, Africa.

Among these men are the supervising leaders of the physical department of the associations, with its 600 gymnasiums and scores of athletic fields and 2000 athletic teams, on which there are over 60,000 athletic members.

There are also among these international secretaries leaders of the educational work of the city associations, in which over 50,000 students are enrolled; leaders also of the religious work, which has a steadily growing attendance, not only in association buildings, but in 15,000 shop meetings, while the Bible class attendance numbers nearly 100,000 students; international secretaries also supervise and coordinate student associations in universities, colleges and professional schools organized in over 700 institutions, including the leading institutions of both nations; they are leaders, too, of the work in the army and navy of the United States; and in work by and for the 100,000 boys who are members of the Young Men's Christian Association in its boys' department, with these boys the scout movement is being promoted, under the impulse that has come from the scout movement of Great Britain, and the 200 boys' work centers are the nucleus of the scout movement, and their working committees material for scout masters being what any other organization can offer.

These international secretaries at work in the Dominion and in the republic are the employed officers of an international committee, with two offices—the parent office in New York City, and the office of the Canadian section, composed of the Canadian members in Montreal. The committee is composed of business men of the first rank, not only in New York and Montreal, but in the other cities of both nations. This international work has a financial side; beginning with an expenditure of a few thousand dollars annually, its expenditure for 1909 in support of its 200 secretaries and their work at home and abroad, amounted to \$230,000 on the North American field, and \$193,000 on the foreign field.

This, in briefest outline, sketches the growth and dimension of the international work of the supervisory agency of this continental brotherhood of associations.

Robbed Jewellers' Windows.

WINNIPEG, Oct. 12.—At two this morning, when the noise of a long line of cars returning to the barns drowned their operations, one man threw a stone thru the window of a jeweller's store, and his confederate abstracted two hundred dollars' worth of jewelry. Proceeding to Main-street, and pursuing similar tactics, they took three hundred dollars' worth from Matthews' jewelry store. The men are not caught yet.

AT OSGOODE HALL

ANNOUNCEMENTS.

Oct. 13, 1910.
Judges' Chambers will be held on Friday, 14th inst., at 11 a.m.

Peremptory list for divisional court for Friday, 14th inst., at 11 a.m.:
1. Re Tusome and Thornhill.
2. Lucas v. Bruyere.
3. Finn v. St. Vincent.

Master's Chambers.

Before Chief Justice K.C. Master.
Siven v. Timiskaming Mining Co.—H. E. Rose, K.C., for defendant. H. S. White, for plaintiff. Motion by defendant for leave to amend statement of defence by setting up the statute limitations under section 9 of the Workmen's Compensation Act. Judgment: While I feel obliged to follow the authorities and allow the motion, it seems reasonable to direct payment of the costs of the motion forthwith (fixed at \$20), as the plaintiff is, no doubt, not financially strong. He may also leave to appeal to-morrow if so advised.

Davis v. Badger—W. J. O'Connor, K.C., for plaintiff. F. Denton, K.C., for defendant. Motion by plaintiff for an order postponing trial on ground of absence of material witness. Motion dismissed without prejudice to an application to trial judge if witness refuses to attend after being subpoenaed. Costs in the sum of \$100.

Felce and Lake Erie Navigation Co. v. Doty Engine Works Co.—W. Proudfoot, K.C., for defendants. F. Aylesworth, for plaintiffs. Motion for a committal order against the defendants. Order made on defendants in a week paying into court \$1000 as security for plaintiffs' claim. Trial postponed until noon sittings at Sandwich on Nov. 22.

McClully v. McClully-Johnston (Wm. Laidlaw, K.C.), for plaintiff. Motion by plaintiff for an order for the issue of a writ for service out of the jurisdiction and for notice of the same and statement of claim. Order made.

J. I. Case Threshing Machine Co. v. Allen—G. H. Sedgewick, for defendant. J. G. O'Donoghue, for plaintiff. Motion by defendant to set aside default interlocutory judgment. If defendant agrees to allow engine replevin to be sold, and in case of his default the criminal case to be continued from plaintiff the fair value of same, order to go. Costs to plaintiff in the cause. Defendant to elect and plead a week. In default motion to be dismissed with costs to plaintiff in any event.

Brown v. Bull—F. Slattery, for plaintiff. Motion by plaintiff to dismiss action without costs and vacating certificate of its pendency.

Single Court.

Before Latchford, J.
Ring v. McIsaac, for plaintiff. J. G. O'Donoghue, for defendant. Ferguson, J. G. Smith, for defendant. Motion. An appeal by plaintiff from master's report. The stenographic notes not being ready argument of motion enlarged for three weeks.

Re Henderson and West Nisour—R. L. McPherson, for applicant. A motion to quash a bylaw. By agreement between parties enlarged until 18th inst.

McCready v. Owens—J. M. Ferguson, for plaintiff. No one contra. Motion by plaintiff for confirmation of report of local master at North Bay, and for judgment for payment out to parties found entitled thereto by that report. Order made.

Valleau—W. S. Morden, for plaintiff. No one contra. Motion for confirmation of report, and for judgment pursuant thereto. Judgment confirming report and for plaintiff for \$1000 and costs.

Appleby—E. N. Armour, for plaintiff. A petition by plaintiff to have purchase money of property paid into court to answer her dowry and the payment of all other claims due to her. Enlarged until 18th inst.

Jeanneret v. Elmira Furniture Co.—W. N. Tilley, for plaintiff. C. W. Clement (Berlin), for directors. J. L. Rose, for defendant. A motion to continue injunction restraining defendants from acting as directors of company, and from issuing new stock to themselves, as complained of. Enlarged until 18th inst.

Diels v. the council of Sturgeon Falls. R. B. Henderson, for liquidator and receiver. J. H. Moss, K.C., for bondholders. J. A. Patterson, K.C., for the public school board. Motion by the council of Sturgeon Falls for liberty to distrain on the property of the Imperial Paper Mills for public school taxes. Parties to try and agree on terms of compromise, and to be back to court on Friday or Saturday.

Patterson v. Dart—C. F. Maxwell (St. Thomas), for plaintiff. J. M. Plunkett, for defendant. An appeal by plaintiff from the report of the local master at Chatham, and a motion by defendant for judgment pursuant to report. Appeal of plaintiff for judgment with costs, and the usual judgment for redemption, and in default for closure with costs to defendant.

Trial.

Before Latchford, J.
Shaw v. Mutual Life Insurance Co.—G. H. Kilmer, K.C., for plaintiff. F. Arnold, K.C., for defendant. This was an action to recover the sum of \$1013 upon each of two policies of insurance of \$1000 each, and also a rescission of the contract of insurance, and the return of the premium with interest. Judgment in the plaintiff's favor. The judgment that "in any distribution of surplus the principles and methods which might be adopted by the company in such distribution and its determination of the amount equitably belonging to said policy shall be and are hereby ratified and accepted by and for every person who shall have or claim any interest under the said contract." No allegation of misrepresentation is made. Misrepresentation is, however, the ground of his claim for rescission. The representations made by McNeill in regard to reserve was in the language of the form "guaranteed." It was positive and unequivocal. The amount of the reserve appropriated to a policy of \$1000 of the kind insured was different from the amount stated by McNeill. The representations as to the amount of the reserve were, and each was found, material in inducing the contract. While the plaintiff cannot recover on the ground of misrepresentation as to the amount, his position as to the reserve is in my opinion different. The plaintiff is not entitled to recover the amount which McNeill guaranteed he would receive on

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that account, but he is entitled to have

contract rescinded as induced

by a false representation of fact made

by McNeill, either with a knowledge of

its falseness, or in reckless disregard

of whether it is true or false. There

will accordingly be judgment that the

plaintiff recover back from the defendants

the premiums he has paid them with

interest and costs. If the parties

cannot agree as to the amount payable,

there will be a reference to the proper

officer. The costs of the reference, if

any had, to be reserved until after the

master has made his report. The police

will be declared rescinded.

Divisional Court.

Before Mulock, C.J.; Clute, J.; Sutherland, J.

Cosby v. Dettor—E. G. Porter, K.C., for plaintiff. W. N. Fenton, K.C., for defendant. Contra. An appeal by plaintiff from judgment of the county court of Muskoka of 20th June, 1910. Argument of appeals resumed from yesterday and concluded. Judgment reserved.

Union Bank v. Taylor—W. D. Hogg, K.C., for defendant. T. Lewis, K.C., for plaintiff. An appeal by defendant from the judgment of Britton, J., of 13th June, 1910.

The plaintiff, as judgment creditor of James Alexander Corry, sued for a debt of \$1000, certain lands, the paper title to which is in the defendant, Edith Taylor, are the property of the defendant Corry, and not the property of the defendant Taylor, and that the same are liable to the plaintiff bank's execution against the lands of defendant Corry. At the trial judgment was given to plaintiff as asked.

Appeal dismissed with costs.

Re Weir—A. E. H. Crawshaw, K.C., for appellant. A. J. Thomson, for the landlord. An appeal by the tenant from an order of the district court of Muskoka of 29th April, 1910. This was an order made by the district court judge on the application of James Weir, directing a writ to issue to the sheriff of the township of Stephentown, commanding him without delay to cause the said James Weir to have possession of the lands in question, being lots seven and eight in the seventh concession of the township of Stephentown, and directing Alexander Weir, the tenant, to pay the costs of the proceedings. Appeal argued, judgment reserved.

Court of Appeal.

Before Moss, C.J.O.; Garrow, J.A.; MacLaren, J.A.

Town of Sandwich v. Sandwich, Windsor and Amherstburg Railway Co.—A. C. for the railway company. F. E. Hodgins, K.C., and F. S. Bastard, for the town, contra. An appeal by the railway company from the order of the district court of the township of Sandwich under the bylaw of the said town, passed 22nd April, 1910, that the railway company did not grant the railway company a perpetual franchise, and had not at the time of passing the said bylaw, power to so grant, also that the railway was a street, and that the agreement between the parties of 27th May, 1891, is subject to the provisions of the Street Railway Act, and amongst other things as a result of their finding declared the street of the railway company to use and occupy the streets of the town, with its rails, poles and wires, expires on 15th Dec. next.

Judgment: Appeal allowed. Case remitted to the Railway and Municipal Board. Costs of appeal to be borne by respondents.

Non-Jury Assizes.

Smith v. Wilson Lumber Co.

Jury Assizes.

Kamanoff v. Ontario Power Co.

Davidson v. Toronto Railway Co.

Squire v. Bull.

STRANGLED BY A HAWSER.

NEW YORK, Oct. 13.—The wet, wringing and of a snapped hawser, as thick as a man's wrist, suddenly coiled about the neck of Oscar Hansen, a deckhand aboard an East River tug-to-day, and then, like a gigantic snake, strangled the man to death. Ambulance physicians said he had been instantly killed.

Excoriated Teddy.

CHICAGO, Oct. 13.—Vice-President Sherman was the guest of honor at the Columbus Day celebration in Chicago, and at the banquet last night made a speech exhorting "men who bluster and flaunt hostility." Sherman's speech was aimed at Roosevelt, but the vice-president refrained from mentioning the lion hunter's name.

Fell On Train.

NORTH Bay, Oct. 13.—Omar Racelott, the 12-year-old son of the section foreman at Bonfield, east of North Bay, died last night from injuries received yesterday when he fell from the work train at Rockville.

The boy had accompanied his father to work, and while the train was in motion, fell off, breaking one arm and both legs, besides receiving other injuries.



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