

## The Toronto World

FOUNDED 1854  
A Morning Newspaper Published  
Every Day in the Year.  
WORLD BUILDING, TORONTO,  
Corner James and Richmond Streets.  
TELEPHONE CALLS:  
Main 533-Private Exchange Connecting  
All Departments.  
Readers of The World will confer a  
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Toronto paper should be on sale and  
where The World is not offered.

MONDAY MORNING, FEB. 28, 1910.

## SUBWAYS AND OUTSIDE RAIL-ROADS.

Looked at from any point of view there is one, and one only, satisfactory solution of the problem created by the demand of railway companies seeking entrance into Toronto. That entrance must be by means of subways, and these in the hands of independent private systems come into direct conflict with the inherent right of the citizens to control transportation within the city limits. The truth of this can scarcely be denied and the principle involved is not of particular application to Toronto, but concerns every municipality throughout the length and breadth of Canada. All over the continent serious trouble has arisen thru lack of uniformity and the irreconcilability of public and private interests, combined with the fact, proven by experience, that no effective supervision can be exercised over franchise-holding corporations.

Altho the issues raised are of great immediate importance, they attain their highest significance when regarded in the light of the situation as it will emerge at the expiry or earlier termination of the agreement with the street railway company. It is of the utmost moment to Toronto that, when the time comes, as sooner or later it must, for the city to re-arrange its transportation facilities, there shall be no complications, but an entirely free field wherein to meet the legitimate requirements of every one of its districts. To secure that advantage the subways permitting access to outside roads must be constructed by the city itself and made available on fair and equitable terms. In addition, they will form part of the city's own combined system of surface and underground tractions.

## STREET RAILWAY JOKERS.

If we may take the liberty with such an experienced and successful body as the Street Railway Company, we would suggest that the weak point in the company's dealings with the public thru its employees is made clear and explicit in Mr. James Gunn's latest pronouncement. There is absolutely nothing left to the discretion of the conductor. He is regarded as part of a machine, and there is no appeal. If the little cog in the machine is not satisfactory, then you must go to a bigger cog, at the head office. What ought to be settled instantly cannot be settled without a long journey to the head office, and a long time spent there, as anyone knows who has tried it. This is why Mr. Gunn's ukases are regarded as jokes, and why it is impossible to take them seriously. The first one declared that you must take the next car if the car was crowded that you were in time for. Several citizens have since complained thru the press, and multitudes have had the experience in silent bitterness, of waiting for the next car and having their transfers challenged. In that case, says Mr. Gunn, you put in a blue or yellow ticket and go to the head office with your story. Nice advice this for a man who lives at the extremity of the system. The company knows that if the passenger puts in another fare that is all that will be heard of the matter, as people have not the time to spend necessary to recover a car ticket, even if the chances were much better than they appear to be in such cases. Yet such pin-pricks and gnats-stings make all the difference in good relations between the people and the company, and the miserable friction that constantly occurs. If Manager Fleming has inspired the ordinance appearing over Mr. Gunn's name he cannot be congratulated upon the adoption of the principle it embodies. If the men in the company's service are not to be credited with any discretion at all, and that is the meaning of the last decree, then Toronto has to deal with the worst form of corporation rule that Canada has yet experienced. The company will be found to be reasonable and willing to oblige at the head office, says Mr. Gunn. The people want the company to be reasonable and willing to oblige on the cars where the people are paying for the service.

## CIVIC GOVERNMENT IN TORONTO.

If there be any truth in the estimate of the city directory company that Toronto has over 400,000 population, there is ample justification for the feeling which is growing in many quarters that the time has arrived to do something towards governing the municipality less after the style of an overgrown village. Seven or eight years will bring half-a-million people within the civic boundaries. It seems almost impossible to wake up the old-time Torontonians to a proper appreciation of what this means. The result is that the standard of the city government is not only not advancing, but it is actually retrogressing relatively to the problems that have to be faced.

Fortunately there is a growing ele-

## Just Drinking and "Drifting"

Your Brain Can't Stand Liquor—Your Business Can't Stand It—Your Nerves Can't Stand It—You Can't Stand It Forever.

The Gatlin Treatment Will Cure You of the Liquor Habit in Three Days—No Hypodermic Injections—No Disagreeable Features.

## There Is No Treatment Like the Gatlin

**D**ID you ever say that you were "going to stop drinking"? Certainly you have. But did you ever ask yourself why you DIDN'T STOP when you said that you were going to? Well, you couldn't—that's all. You DID TRY, but it seems that you just DRIFTED back to it. You were nervous without it—things didn't go right—your head wasn't clear—your appetite was bad—digestion worse—didn't sleep right; and all the time you were PUNISHING YOUR NERVES by keeping away from liquor, you KNEW, right down in your heart, that you were bound to drink again because it was the only thing that would bring relief.

You are going to keep right on that way—DRIFTING along a little more strongly on the liquor tide until some day you will find that you have no business, no friends, no health—you will just represent "NOTHING" in this busy world—you'll BE FORGOTTEN IN A DAY after you strike bottom.

The Gatlin Institute will accept your case for treatment under a plainly-worded, legally-executed contract that you are to be cured in THREE DAYS—cured to your entire satisfaction and to the satisfaction of your family and friends—or at the end of the third day the full fee paid will be returned and treatment shall cost NOTHING.

You will not be the first man who has taken the Gatlin treatment—SIX THOUSAND have preceded you.

If you cannot come to the institute for three days, send for the Gatlin Home Treatment. It carries practically the same contract to cure, the only change being one to protect us against unscrupulous persons.

Write or call for particulars, Address Medical Superintendent, Gatlin Institute of Ontario, Limited, 8 Howard Street, Toronto. Phone North 4538.

ment which may do as much for Toronto as was recently accomplished on other lines in Montreal. Montreal has suffered from dishonesty. Toronto suffers from incompetence. So far as the citizens are concerned the results are about the same. If something is not done to apply the best skill available in the city to its needs, it will be necessary to ask the proper authorities to appoint a guardian for it.

The World has supported the view for a long time that the proper way to govern Toronto is by commission. The Guild of Civic Art appears to be coming round to this view. It is one that is commending itself to observers everywhere. The experience gained in the United States under the two forms and their variants by which government by commission has been adopted there, indicates that better results with less friction are thus obtainable than by any of the older forms of mismanagement.

The professional politicians and those who look to the city machinery as a means of livelihood are all dead set and graft of every description. It means getting the most and the best value. It means the disappearance of pull and graft of every description. It means efficiency and progress. It means foresight and economy. All the elements which are arrayed against such an improved state of affairs, all the municipal molasses, in short, will oppose such a proposal with all the inertia and all the energy they possess.

The sooner the Guild of Civic Art gets its proposals before the people the sooner we will know where we are at. We do not suppose that Mr. W. K. McNaught himself had the idea of compromise in his mind in advocating a delay of ten years before the city should re-acquire the street railway franchise, but there can be no doubt that the seed of compromise exists in this delay. If the people cannot get control of the railways for ten years, it is almost inevitable that they will give way to some compromise to escape the altogether intolerable conditions from which they now suffer.

Chancellor A. C. McKay of McMaster Hall is one of the big men of the province, and if the city should ever obtain his services as superintendent of education, now that it seems J. L. Hughes' resignation is determined, no better appointment could be made. Chancellor McKay will probably consider long before he decides to undertake the dubious task of satisfying, not the Toronto public, but the Toronto board of education.

Much the same relative importance is attached in Ontario to the mad dog scare and the real typhoid epidemic, as to the ravages of consumption and the fancied terrors of smallpox. Scarcely anyone ever dies of smallpox, but if a case occurs the province is turned upside down. Over 3000 people die every year in the province from consumption and it is regarded as a dispensation of providence when mere human beings should not interfere. There has not been a death in Ontario from hydrophobia and the dogs are all muzzled. In Toronto over 340 deaths have occurred

red since last September, and we are advised to boll the water.

The sermonette habit is infectious. The Street Railway Company has caught it from The Globe, the difference being that the street railway effusions are funnier. They are written with a fine sense of authority and power. The people are put right about a lot of things. If you want explanations or anything else, do not write to the newspapers or go to the city hall. Go to the head office of the railway, is the advice tendered by Mr. James Gunn. "If there be any redress, that is the only place to get it." Mr. Johnston and other city solicitors, the railway board, the privy council, and other bodies please note.

Thomas Reynolds is for the moment the Canadian hero who is receiving the well-merited distinctions and attentions of his fellow-citizens at North Bay. He has been specially honored by his sovereign lord, King Edward, by the bestowal upon him for his bravery in the recent Spanish River railway wreck of the Albert Medal of the first class. This rare decoration ranks in civil life with the Victoria Cross on the field of battle. No truer imperial bond exists than this thrilling recognition of the deeds of its subjects from end to end of the world-spread empire.

## BRITISH TARIFF REFORM.

The N. Y. Tribune says editorially: More and more significant was the fact that the Unionists voted solidly for tariff reform. Only a few years ago men were saying everywhere that of course Great Britain would remain a free trade country, and that whatever a few old-fashioned Tories might privately say of do no considerable party or important statesman would ever seriously advocate protection. Yet here is the party which for ten years recently governed the country with a strong majority and which today has a plurality of the voters of the kingdom unanimously committing itself to the principle of a protective tariff. The fact denotes a change in British political and economical convictions with which the United Kingdom and the whole commercial and industrial world will have most seriously to reckon in the near future.

## Deserving Case.

Editor World: We beg to call the attention of the public to the case of Richard Benjamin Cooper, a young Englishman, who has been in Canada for about three years, and who met with a serious accident last July, falling from an open three-story window in a house off York-street, the case being reported at the time as a fatal one.

After nearly seven months' treatment in St. Michael's Hospital, the young man is a cripple for life, entirely dependent on whatever charitable disposed persons can do for him.

The hospital discharges certify that he was treated for a broken back, both wrists fractured, and was in addition partly paralyzed. Cooper is willing and anxious to work at any kind of light employment as a timekeeper or watchman, etc., and is a teetotaler.

Any further particulars of this very deserving case can easily be obtained from the St. Michael's authorities, and as he has been and still is attending the hospital at intervals, we hope that by your kindness in giving publicity to this painful case in the columns of your valuable paper, some good and beneficial results may arise.

T. H. and H. P.

## AT OSGOODE HALL

## ANNOUNCEMENTS.

Osgoode Hall, Feb. 28, 1910.  
Motions set down for the court for Monday, 28th, at 11 a.m.:  
1. American Street Lamp v. Ontario Pipe Line.  
2. Duryea v. Kaufman.  
3. Wells v. Kenny.  
4. Re Rayercraft.  
5. Tierney v. Scott.  
6. Kuntz v. Silver Spring.

Peremptory list for divisional court for Monday, 28th inst., at 11 a.m.:  
1. Re Sing and Chatham.  
2. Wright v. Coleman.  
3. Fielder v. Prendergast.  
4. Tasker v. McDougall.  
5. Richards v. Joynt (and cross-appeal).  
6. Kellington v. Walkerton.

Master's Chambers.  
Before Cartwright, K.C., Master.  
Bank of Ottawa v. McMillan, et al. L. Bastedo for judgment creditor. Motion by judgment creditor for attaching order. Order made.

Dunsmuir v. National P. Cement Co. and C. P. Railway—H. S. White for the Cement Company. A. D. Armour for the Railway. W. B. Ramsay for plaintiff. Contra. Motion by defendants to change venue from Orangeville to Owen Sound. Reserved.

Nice v. Nicol—G. S. Hodgson for defendant. W. H. Price for plaintiff. Motion by plaintiff for further particulars, not less than fifteen days before trial, or else paragraph to be struck out. Costs to defendant in any event.

Northern Crown Bank v. Yearley—F. Arnold, K.C., for plaintiff. P. Smith for defendant. Motion by plaintiff for judgment under C.R. 608. Reserved.

York v. York—G. S. Hodgson for plaintiff. Motion by plaintiff for consent for order dismissing action without costs. Order made.

Red Book Corporation v. Toronto News Co.—Macdonald (Parker & Co.) for plaintiff. Motion by plaintiff for order for dismissal of action without costs and delivery out of bond for cancellation. Order made.

O'Leary v. Consolidated Mines Co.—McDonald, K.C., for plaintiff. Application for leave to issue a concurrent writ for service out of the jurisdiction. Order made.

Trial.  
Before Britton, J., Gorman, K.C., for plaintiff. T. W. McGarry, K.C., for defendant. Judgment: This action was to enforce an agreement entered into between plaintiff and defendant on 2nd January, 1908, whereby defendant granted a one-half interest in the net profits of all the partnership dealings between the parties, and of the dealings of the defendant since the 3rd of January, 1908, in mining, mining rights, and mining properties, and interests acquired by the defendant, in what was on that date the Montreal district, and to set aside a release obtained from plaintiff, obtained, as is alleged, thru fraud and misrepresentation, and for an account and winding-up of the business. The judgment will be that the so-called release or conveyance or settlement of 1st February, 1909, be set aside, and that the partnership under the first agreement be terminated and determined as of 1st February, 1909, as to the property and the accounts between the parties. 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