

## The Toronto World

FOUNDED 1880.

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will pay for The Daily World for one year, delivered in the City of Toronto, or by mail to any address in Canada, Great Britain or the United States.

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WEDNESDAY MORNING, APRIL 15.

## THE TELEGRAM, THE MAYOR AND THE PROVINCIAL GOVERNMENT

Vocalization and vituperation are to be expected from newspaper opponents of Mayor Hocken, but not consistency and reason. Other arguments having failed, he is now being quoted to prove that he has changed his policy of public-spirited consideration of the citizens' interests. What is intended to be a deadly indictment of Mayor Hocken's present efforts to establish a unified one-fare car system in Toronto is the following extract from a speech in December, 1911:

I know that today the Toronto Railway Company has men canvassing against this proposition (tubes). They want to tie up the city so that it will be forced to buy them out at the price that Ald. McCarthy has named. That's the scheme, Mr. Chairman. The real influence against this is not any public opinion, it is the Toronto Railway Company. It is the most corrupt corporation that ever came to the city, and was elected to the city council by the corruption which came into the life of the city. What they did in 1893 they will do in 1914.

Do not put temptation in the way of the Toronto Railway Company, said Mr. Hocken. The company spent money and elected a number of members of this council.

The fallacy behind the contention is evident to anyone not soaked in the bitter juice of personal animosity. This is clear from a little consideration of the situation in 1911, when the present mayor proposed the construction of tubes. The Street Railway Company were out against tubes because tubes would affect the company's interests, and they would have been fools not to oppose it. As a matter of fact, The Telegram also opposed Mayor Hocken and his tube scheme at the same time, and was the Street Railway Company's chief ally in defeating Mayor Hocken. Are we entitled on that account to make the logical deduction from the following paragraph in The Telegram article from which we have taken Mayor Hocken's quotation?

The Telegram, Toronto is entitled, and every other hydro-electric municipality is entitled, to protection from the statutes of Ontario. TRUST THE PEOPLE is so much empty jargon on the lips of Controller James Simpson & Co. THE PEOPLE who will be trusted by a purchase vote on any day but New Year's are THE PEOPLE alluded to in Mayor Hocken's denunciation of street railway interests. They are THE PEOPLE who profited by the proceedings that made bribe-takers of aldermen in the city council of 1891, that drove some representatives of the people into exile and doomed others to drag out their dishonored lives as scapegoats of their families and a shame to themselves.

All who support the street railway in any way, directly or indirectly, in policy or in practice, are corrupt allies of the street railway company, alleges The Telegram. This is the insidious poison it pours into the minds of its readers daily. Why, then, did it support the street railway policy in 1911? Is it dragging out a dishonest life?

Mayor Hocken was told by The Telegram at that time that purchase was the only policy for a sensible settlement of the situation. He found that purchase then, except by arbitration, was impossible. In the course of a year, however, he made further proposals to the company, and a basis of negotiation, eliminating arbitration, was finally reached. An agreement of purchase has almost reached the point of completion, and will shortly be ready for submission to the taxpayers.

But The Telegram does not want to submit such an agreement to the taxpayers. It will not trust them. It wants postponement. It believes the street railway company could buy up the taxpayers to vote away their own property. It regards the taxpayers as a lot of ninnyes who ought to change sides whenever it does, and who should bark and bite every time it barks and falls to bite.

Our own view is that The Telegram was not bought up to oppose Mayor Hocken by the street railway company in 1911. The Telegram hated for Mayor Hocken was sufficient reason to make it oppose any plan of his, and to support any opponent of his. The railway company had no more need to buy support than it has now.

In order to block the attempt of Mayor Hocken to solve the street railway problem in Toronto, some very

peculiar things have been engineered, and the last of these is the submission of a bill in the legislature which is now frankly admitted to be for no other purpose than to delay the vote on Mayor Hocken's proposal till the first of January. Evidently the idea is to try to make Mayor Hocken unpopular by forcing him into a necessary third term when he had stated that he only wanted two in order to put this purchase scheme thru. If the vote was favorable to purchase on January 1, as nobody doubts it will be, or else the desire for postponement would not be so fierce, then Mayor Hocken would be deprived in some measure of the honor of the victory unless he, too, was successful in another mayoralty contest. This determined opposition to Mayor Hocken on the part of The Telegram should make it quite clear that the provincial government has no business to interfere in Toronto's municipal affairs by countenancing the Gooderham bill. And much less should it do so if the bill, as seems evident, is intended to advance Mr. Gooderham's candidature for the mayoralty.

The longer the delay the heavier the tax on the citizens who must pay double fares to get downtown, and the greater the deficit rolling up on the operation of the civic car lines. The Telegram, however, cares for none of these things if it can only "wreck Hocken."

## ULSTER FEELING.

Mr. Stanley J. Weyman, the novelist, has been visiting Ulster, and has written his conclusions to The Times. They corroborate what The World has been telling its readers of the "No Surrender" spirit of the men of the northern counties. We have given thereby great offence to The Telegram, which, with the curious perversity of mental operation that afflicts it, has been endeavoring to convince its readers that our testimony is a deadly insult to Ulster. Here is what Mr. Weyman has to say, at least a paragraph which fairly sums up the intent of his letter. We shall expect another spasm from The Telegram over it:

"It was not by the march of volunteers thru the streets, it was not by the glimpses I had of meetings for drill behind closed doors, nor by what I heard of similar proceedings, less advanced on the other side, that I was impressed. That which moved me, that which appalled me was the fierce, grubborn, and believe me, unquerable determination of the Ulster Protestants of the working classes in the shipyards, in the factories, and in the streets that they will under no circumstances come under Roman Catholic rule. The movement is not engineered from above; it is inspired, it has its force from below, and it is of a strength and quality that astounds one, nay, that seem incredible to one versed only in English politics, and our lukewarm preferences. The feeling may be called loyalty, and be praised, or it may be called bigotry and be blamed, we may agree that it is deplorable. But it remains, and must remain, the one outstanding fact of the situation with which Mr. Asquith has to deal."

Henry Joy McCracken had a bad spell in The Globe yesterday.

## CONFER DEGREES ON PROFESSORS

Rev. James Elliott and Rev. J. E. Carruthers Will Be Honored.

At the recent meeting of the senate of Victoria University it was decided to confer the honorary degree of D.D. on Rev. Prof. James Elliott of Wesley College, Winnipeg, Man., and on the Rev. James Edward Carruthers, Lindfield, New South Wales. Prof. Elliott took the B.A. degree in 1888 at Cobourg, winning at graduation the gold medal in metaphysics. In his years as a pastor he was stationed one term in Kingston, and during that time he studied under Prof. Watson and was awarded Ph.D. the earliest of the candidates to be granted this degree at Queen's University. Since 1898 he has filled the chair of philosophy and ethics in Wesley College, Winnipeg.

The Rev. J. E. Carruthers of Sydney, New South Wales, is a brother of Sir Joseph Hector Carruthers, K.C., M.G., at one time prime minister of New South Wales. Mr. Carruthers has been for some years the editor of The Methodist. He drew up the basis of union for the Methodist churches of Australia, and he prepared the declaration of union of the Presbyterian, Congregational and Methodist churches. This declaration was adopted by all the churches concerned.

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## SEVERAL HOTELS IN TORONTO AS BAD AS THE WOODBINE WAS

Chief License Inspector Burrows Says a Similar Catastrophe Might Occur at Any Time—Clash of Authority Over Inspections Referred to by Witnesses.

The Woodbine fire inquest was adjourned to Wednesday, the 22nd, by Coroner Macdonald last night for the seventh time.

Fire Chief Thompson told how he went to inspect the hotel with Mr. Price for the purpose of inspecting the position of the fire escapes, which they propose to construct. These, he stated, he considered to be unsatisfactory and suggested the position which was ultimately adopted. He only went to see the position from the outside, and had no jurisdiction to force them to be installed in the manner he suggested.

Bylaw 46, section 5, was pointed out to him in which it stated that all buildings over two storeys high should be provided with necessary fire escapes, which should be passed by the chief of the fire department. This he declared to be only applicable to apartment houses.

He stated that the bylaw could not override legislation passed by the government of Ontario, and stated that the Fire Department had no jurisdiction over the responsibility of inspecting factories, shops, etc., and the Licensing Act had taken away the responsibility of inspecting places on this question as to whether the fire department should inspect all buildings, as stated by the bylaw, and led Attorney Thompson to remark that "if the chief of the fire department and the chief of the architect's department did not know the bylaws which govern them, how can a private person be expected to know them?"

In reply to the foreman of the jury the fire chief stated that he only follows the city bylaw when the law of Ontario allowed him and he was not allowed to take the duties out of the hands of other officials, and he always took it for granted that the license inspector would attend to the inspection of hotels.

The coroner then asked witness whether he would consider the Woodbine Hotel a dangerous building, to which Chief Thompson replied that he had no suspicion that such was the case.

Ropes No Good.

Robert S. Burrows, chief license inspector, stated that he had called several times at the Woodbine Hotel during its construction and he was never informed that the building had been completed and did not know the rooms were being rented. He stated that in an hotel of six floors the ropes would be entirely useless, and he would not attempt to use them.

He stated that two-thirds of the hotels of Toronto have no other means of getting to fire escapes except thru rooms. These rooms, however, must be kept unlocked. The same catastrophe might occur at any other hotel should a fire break out at any time, as there are several as bad as the Woodbine.

Charles E. Richards, who was severely burned in the fire, told how he first noticed the fire, a crackling sound while in room 214 with Mr. Bell. He stated that the only way he could get out of the building was thru the flames, which had spread very quickly. Questioned by Mr. Henderson as to whether he was sober on the night, he stated that the fact he got out alive proved he was not intoxicated.

Fred Price, acting city architect, stated that no written permit had been given for the building of the Woodbine annex, although permission was given verbally to build a certain part, under the personal supervision of Mr. Riddell.

When questioned as to whether he had been interfered with by aldermen or councillors, he stated that this was not the case, and he did not think it proper that they should be allowed to interfere in any way and that the word of the officials should be final.

PIANO FOR THE "NORONIC."

An order has been placed with the Ontario branch of The Old Firm, Fort William and Co., Ltd., 193-195-197 Yonge street, for a handsome grand piano for the new steamer "Noric" of the Northern Navigation Co. This piano will be of special design and construction, built for the "Noric," and will possess those distinctive tonal qualities that have made these pianos famous throughout the world.

DR. DEAN TO RETURN.

Dr. Walsh Dean of Fordham University, who recently delivered his magnificent lecture on "Science and Faith" at that institution on the evening of Tuesday, April 21, when he will speak on "Education." The lecture will be given at 8 o'clock in the auditorium.

Bargains in Organs.

A good high-grade organ by well-known manufacturer guaranteed in first-class condition, can be bought in the warehouses of the Ontario Pacific Railway Co., Ltd., 193-195-197 Yonge street, at a fraction of the manufacturer's first price, and on payment of fifty cents a week.

\$2.70 Buffalo and Return, Via Canadian Pacific Railway.

Hillcrest Club will run a week-end excursion to Buffalo, via Canadian Pacific, 1.15 p.m. train, Saturday, April 18th. Tickets good returning until Monday, April 20th, inclusive. Secure tickets from Canadian Pacific ticket agents, Toronto City Office, corner King and Yonge streets, Union Station, and Sunnyside.

## EXPERIENCE IN INVESTMENT

Those who can least afford to lose their money frequently are those who have had the least opportunity of acquiring the knowledge necessary to enable them to invest it safely. Their first consideration should be the safety of their investment. Trustees and Executors are hedged about by legal limitations in the investment of trust funds. They are, however, expressly authorized by law to invest these moneys in the Bonds of the Canada Permanent Mortgage Corporation. These Bonds are, therefore, a most satisfactory security for those who should invest only where their money will be absolutely safe.

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## AT OSGOODE HALL

## ANNOUNCEMENTS.

Motions set down for single court for Wednesday, 15th inst., at 11 a.m.:  
1. McQuarrie v. Tilbury Town Gas Company.  
2. Thomson v. Trusts and Guarantee Company.  
3. Bell v. Rogers.  
4. Kennedy v. Budyman.  
5. Sainsbury v. Brewer.  
6. Mitchell v. Sandwich W. and A. Railway Co.

Peremptory list for appellate division for Wednesday, 15th inst., at 11 a.m.:  
1. Bolton v. Smith (to be continued).  
2. Scrimageour v. Scott.  
3. Maher v. Perth Felt Co.  
4. McKeown v. Sockett.  
5. McKeown v. Sockett.  
6. Fisher v. Jones.

Master's Chambers.  
Before J. A. C. Cameron, Master.  
Bank of Montreal v. Senkler—M. J. Polinebe, for plaintiff, obtained leave to issue writ for service on defendant at Vancouver, B. C. Time for application limited to 20 days. Costs in cause.

Rostkowski v. McFadden—O. H. King, for plaintiff, moved for order extending time for return of commission from Austria. No one contra. Order made extending time until May 14. Costs reserved to trial judge.

Symerville v. Canadian Stuart Co.—G. H. Sedgewick, for defendant, moved for order for particulars of claim. O'Donoghue, for plaintiff, Order made. Costs in cause.

Re Estate of John Mahanah—J. M. Duff, for executors, obtained order confirming report of local master at Belleville and for payment out pursuant thereto.

Harris v. Jamieson—F. C. Carter, for plaintiff, obtained leave to issue writ for service on defendant at Montreal. Time for appearance limited to 21 days. Costs in cause.

Saxe v. Wadsworth—M. Duff, for plaintiff, moved for judgment for foreclosure with reference to take accounts. W. J. McLarty, for defendant. Motion dismissed. Costs in cause.

Questioned as to the quality of the transmission of papers by master of titles at Hallesbury to central office. Costs in cause.

Baldwin v. Ewing—D. L. Sinclair, for defendant, obtained order on consent dismissing action without costs. There was no law to say of what material the partitions of rooms should be made, also one was being passed to force the use of lath and plaster in all buildings to be used for human habitation.

When questioned as to whether he had been interfered with by aldermen or councillors, he stated that this was not the case, and he did not think it proper that they should be allowed to interfere in any way and that the word of the officials should be final.

Re Green-Meehan Consolidated—H. Howitt, for petitioner, on motion for winding-up order. Enlarged until 17th inst.

Re Thomas Brothers—F. McCarthy, for petitioner, on motion for winding-up order. J. Montgomery for the company. Enlarged until 17th inst.

Re Ross—D. C. Ross, for defendant, on motion to quash conviction under livery lading bylaw. Enlarged until 17th inst.

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## EDDY'S FIBREWARE

TUBS AND PAILS HOLD THE HEAT OF THE WATER MUCH LONGER THAN THE WOODEN OR GALVANIZED IRON TUB—ARE CHEAPER THAN THE LATTER—AND WILL NOT RUST THE CLOTHES.

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dated Film Co.—O. H. King, for plaintiff, obtained injunction restraining defendants from publishing, selling, advertising, exhibiting or displaying in any way the moving picture film mentioned in the writ of summons entitled "Atlantis," or any part thereof until 20th inst.

Before Middleton, J.  
Re Estate of D. T. Fletcher—E. F. Lazier (Hamilton) for executor, moved under O.R. 600 for order compelling will of Daniel T. Fletcher. S. F. Washington, K.C., for two sons and a daughter. J. G. Farmer, K.C., for Mrs. C. J. Fletcher. Judgment: The specification here by name and locality introduced by the word "namely" is analogous to a specification in a conveyance by schedule or schedule of contents, and is not merely an imperfect enumeration of properties intended to be devised. In other words, I think the specification by name and locality is free from ambiguity, and it forms the leading description. "Timber" is, I think, to be confined to trees which are not ornamental and shade trees, and which are capable of being sold for manufacture into lumber. It will not cover mere brush which is not of merchantable value, nor will it authorize destruction of ornamental and shade trees. Interest runs from a year from testator's death. Costs of all parties out of estate.

Taylor v. Dulmage—J. M. Langstaff, for plaintiff, obtained an injunction restraining defendant from taking R. C. H. motor car No. 1148-3852 from Riverdale Garage Company, without the written consent of plaintiff or from disposing of, charging or in any way encumbering said motor car until 16th inst.

Locke v. Wabash R. Co.—H. E. Rose, K.C., for plaintiff, obtained judgment for plaintiffs for \$1500 and costs, fixed at \$100. The money to be paid into court and \$300 to be paid out forthwith to R. C. H. Motor Car Co., and thereafter \$30 per quarter on first days of July, October, January and April in each year, with liberty to apply in future for apportionment.

Before Latchford, J.  
Attorney General v. Page—W. J. McWhinney, K.C., for plaintiff. L. F. Heyd, K.C., for defendant. Action for a declaration that certain goods and chattels, etc., property of Frederick Hales, deceased, are the property of the plaintiff as administrator of his property, and for delivery of same by defendant.

Re John Ross—J. R. Hassard, for mother, moved on return of habeas corpus for order for custody of child. W. B. Raymond for custodian of child and Children's Aid Society. Reserved.

Wallace v. Royal Templars of Temperance—L. Lee (Hamilton), for solicitor, moved for order for leave to pay insurance moneys into court. Order made subject to approval of official guardian.

Re Wilson and Ray—G. W. Adam, for executors, moved for order confirming report of local master at Belleville and for payment out pursuant thereto.

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recting that there be no costs to either party.

Before Lennox, J.  
Gage v. Barnes—W. A. Logie (Hamilton) for plaintiff. G. L. Stanton, K. C. and W. Bell (Hamilton) for defendant. Judgment: The specification here by name and locality introduced by the word "namely" is analogous to a specification in a conveyance by schedule or schedule of contents, and is not merely an imperfect enumeration of properties intended to be devised. In other words, I think the specification by name and locality is free from ambiguity, and it forms the leading description. "Timber" is, I think, to be confined to trees which are not ornamental and shade trees, and which are capable of being sold for manufacture into lumber. It will not cover mere brush which is not of merchantable value, nor will it authorize destruction of ornamental and shade trees. Interest runs from a year from testator's death. Costs of all parties out of estate.

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