

The Toronto World

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THURSDAY MORNING, MAY 16, 1912

MELON-CHOLY DANES.

The Globe is discussing the railway situation in the west with The World, and it brings in the member for South York, which The World duly appreciates.

But perhaps The Globe will tell the public, inasmuch as it is discussing the immense surpluses now in the treasury of the Canadian Pacific—to our mind at least half a billion of dollars.

Why it supported Sir Wilfrid Laurier in allowing that company to increase its capital stock when it had an overflowing treasury.

Why it entered no protest when that stock was allowed to be placed on the market to the present shareholders in the shape of a present, instead of being sold at the market price.

What its attitude is now on the scheme under way at Montreal of which it knows something, judging by its news columns, to cut another melon and distribute some of the surplus among the shareholders, instead of using that money as it should be used, so The World contends, for the reduction of rates, the improvement of equipment and an increase in the service by adding to the number and conveniences of the passenger trains.

Also what The Globe thinks of the attitude of the Canadian Pacific in the original contract to devote all its surplus, other than ten per cent, on the money put in the road, to a reduction of rates.

Inasmuch as The Globe has mentioned the member for South York, where was that journal when Mr. Maclean was bringing the above questions before the attention of the house? Was he wrong or was he right? Did The Globe support him or did it give him any encouragement whatever, and what does The Globe propose to do about these great questions? All we can see so far is that The Globe is for cutting more melons by Sir Thomas Shaughnessy.

It is not only The Globe that must answer. It is the government at Ottawa, and so far the government has not shown its hand in this matter. It is dealing with the grievances of the people of the west, but let Mr. Borden be assured that the greatest burden of the people of the west has to-day, is the grievance of railway rates; and that the Canadian Pacific, now enormously rich, is bound to reduce its rates commensurate with its surplus.

We regret however to say that hardly a single member of the Canadian parliament from the west has taken the view of the member for South York in regard to the Canadian Pacific's obligation to reduce rates. Of course, it requires some courage to fight a great monopoly like the Canadian Pacific in the west, and to fight it in one's home constituency. Even the Grain Growers' Association of the west have so far failed to take this bull by the horns, nor has a single provincial government challenged the right of the Canadian Pacific to its present exorbitant rates. The most they can do is to summon up courage to present a case to the Railway Commission. But parliament is where it must be fought.

One would almost think that the railways are greater than the people of this country and certainly greater than the newspapers and the public men of this country.

And yet, The World predicts that the Canadian Pacific rates must come down and will come down, but they will only come down when the newspapers and the public men say so.

The Montreal Witness, twin brother to The Globe, in its facility for pious condemnation of wrongs after they are committed, and oyster-like silence while they are being committed, calls the attention of the country to the fact that in 1908 the C. P. R. cut a big melon for its stockholders by allocating to them three millions of stock at \$25 per share, which was actually worth \$150 a share. The Witness also recalls that a short time ago another melon was cut in like fashion, and that these two melons amounted to \$11,500,000 among the stockholders of the C. P. R. That journal now comes with alarm the prospect of the coming melon, and calls upon the "people" to speak out.

But the people are to some extent inarticulate. They must rely upon their representative in parliament, and upon their newspapers. If they so relied upon The Montreal Witness and The Toronto Globe in 1908, and again a few months ago, when these melons were being cut, they lean, indeed, upon broken reeds. Had these papers a word to say then in support of Mr. Maclean's protest in parliament?

The Globe and The Witness may be giving sound warning, and good advice to Mr. Borden; why were they not loyal enough to Sir Wilfrid Laurier to give him similar warning and advice? In 1912 The Witness says of it in 1908, Why did it not speak three years ago?

And how about the future? Advice to parliament, with no session of parliament for six months to come, is right so far as it goes; we can only hope there will be no back-sliding among the converts should Mr. Maclean bring the subject again to the attention of the house and the country. Some moral reflections in 1912 respecting the melon of 1912 will not keep them in good standing.

THE RETURN OF ROOSEVELT.

California has declared for Roosevelt and Mr. Taft is between the river and the wall, making his last stand in Ohio. That his situation is desperate is in the gathered from an editorial in The Pittsburgh Gazette-Times, which heretofore has stoutly supported the president, but now discusses the suggestion that Mr. Taft withdraw from the contest in the interests of harmony, in the hope that Mr. Roosevelt will do likewise. It considers the only thing of importance to be the nomination of a candidate and the adoption of a platform which will insure the continuance of the protective tariff as the corner stone of the Republican party.

There is unconscious humor in the suggestion that the Republican party should pin its existence to the maintenance of the Payne-Aldrich tariff, which was condemned at the polls in 1910, much as its predecessor, the McKinley act, was condemned by the people in 1890 and 1892. Indeed, one reason among others why Mr. Taft cannot be re-elected is that he signed the Payne-Aldrich act in defiance of every pledge made by him during the presidential campaign. To divert public attention and to allay the resentment of the people he constructed the Canadian reciprocity agreement, which has proved itself to be the most disastrous bombshell which ever carried consternation to the politicians of two countries. Some tariff revision, perhaps drastic, may come under Roosevelt, but it will be as an instrument, probably one of many, and not the most important, by which he will secure a fairer distribution of the comforts of life among the people.

The Democratic party will make little progress with the tariff for revenue "only" campaign. They have deceived the people with that cry too often. They have no outstanding figure which appeals to the people unless it is Mr. Bryan, and Mr. Bryan is hampered by tradition; he would recall Jefferson and Jackson instead of recalling Roosevelt, who is alive and available, who combines the democracy of Jefferson with the driving force of Jackson. Mr. Bryan is the timid physician who will administer medicine to a patient who can only be saved by a surgical operation.

Mr. Roosevelt will sweep the country because the country believes in his courage and devotion and recognizes that he will take some short-cuts to justice and burst many bonds with which the people of the United States have disabled themselves from working their own will in the conduct of their own affairs. If the old tradition is disregarded and Mr. Roosevelt is given a third term, it will mean that the people desire many constitutional controls to be swept away, and intend to regain real control of their own government.

Nor will business suffer. Indeed, there is nothing that the business men of the United States should welcome more heartily than a simpler and more democratic form of government. As to the money kings, they are not likely to give Mr. Roosevelt an object lesson by a banker's panic. If these gentlemen attempt to corner the money of the country and to shut off credit arbitrarily, they will find, with Mr. Roosevelt in the White House, that the United States Government can furnish money and credit enough to the people of the United States to put the money trust out of business.

GREATER CITY POWERS.

At the recent annual general meeting of the convention of the Royal High in Scotland, the lord provost of Glasgow referred to the limited powers conferred on municipalities and county councils, and expressed his belief that the near future would bring a much larger measure of devolutionary powers. When in Germany, he had been surprised to find that municipalities there had far greater powers than existed in Scotland. As a result, Germany was away in advance with regard to town planning and sanitary methods, and he thought Scotland might get substantial lessons from Germany on these subjects.

The proposed new constitution for the State of Ohio is now in a shape that will likely be approved at the session next week of the convention engaged in its preparation. The Fitzsimmons plan of municipal government, adopted by a vote of 104 to 7, provides a general law for the incorporation of cities and villages, and additional laws operative when approved at a referendum. Full powers of self-government are conferred subject to the general law of the state.

THE ROYAL LIFE SAVING SOCIETY.

This year brought the twenty-first anniversary of the formation of the Royal Life Saving Society, and the report just received reveals its wonderful expansion and the magnitude of the work accomplished by the branches in the mother country and in the overseas dominions of the British Empire. In 1892 there were 36 awards gained and in 1911 no less than 12,755, and this, as the president, Lord Desborough, remarked, altho the severity of the examinations has been increased. Many of those who have taught the best methods of rescue and resuscitation have turned their knowledge to valuable account.

Canadian branches and centres have been formed for Ontario, British Columbia, Quebec, Manitoba, and Saskatchewan, and the suggestion is advanced that, wherever possible, the members and clubs will, either individually or collectively, organize and promote classes, displays and lectures in accordance with the recommendations in the handbook of instruction and so create an added interest in the objects of the society. This is particularly desirable in Canada, where a heavy toll is taken yearly through drownings and accidents. It is to be hoped that the appeal issued by the chief secretary will meet with hearty response.

RAILWAYS FORBIDDEN TO CONTEST.

OTTAWA, May 15.—(Can. Press).—The railway commission to-day issued an order forbidding either the Canadian Northern Railway or the Midland Railway of Manitoba to carry out the connecting agreement existing between the roads. A penalty of \$100 a day, beginning on Monday next, has been fixed for non-compliance with the order. In connection with the dispute over the Midland Railway's carrying of American train crews into Canada, it has been found that the connecting agreement was never ratified by the governor-in-council.

IMPORTANT JUDGMENT TO DAY.

LONDON, May 15.—(C. A. P.).—The privy council has reserved a motion by the Commercial Cable Company against their liability for a taxation in Newfoundland. The council will give judgment on the Ontario provincial rights case tomorrow.

ROCKLAND DOCTOR'S SUDDEN DEATH.

ROCKLAND, May 15.—Dr. Wm. Ferguson of this town was found dead in his bedroom this morning. Heart failure is supposed to have been the cause of his death.

MINISTER PRAISES ZAM-BUK.

Tells How It Cured His Wife's Bad Sores.

When Everything Else Had Failed.

Rev. Henry J. Munton of Blackfalds, Alta. writes: "My wife had a very bad sore foot, which it seemed impossible to get anything to heal. The sore would heal to a certain point and then fester again, and so on. I procured a box of Zam-Buk, and after perserving with this herbal balm for some time the sore was completely healed."

"We were so grateful for this cure, and Zam-Buk acted so differently to any other of the numerous remedies we had tried that I thought you ought to know of this case. I have since recommended Zam-Buk to several of my parishioners, and it always gives satisfaction."

Another instance in which Zam-Buk proved of unequalled value is told by Mr. N. L. Gerry of Brandon, Man. He says: "I had my left foot run over by a wagon loaded with wheat. The foot was very badly crushed, and my little toe and the next toe were laid open. I applied Zam-Buk, and only had to miss work for two days. Zam-Buk healed the wound so quickly that on the third day I was able to put on my boot and walk to my work. In a very short time my foot was quite healed, and the foot is now as sound as ever, thanks to Zam-Buk."

Just as good for chronic sores, ulcers, piles, blood poisons, skin eruptions, eczema, and all skin injuries and diseases. 50c box at all drug stores, or Zam-Buk Co., Toronto. 10c box at all drug stores, or Zam-Buk Co., Toronto.

S.S. "OLYMPIK" SAILS.

Mr. H. G. Thorley, general agent for the White Star Line, has received a telegram from the Olympic line from Southampton at noon to-day, and will make the return journey from New York on May 25 at 1 p.m.

At Osgoode Hall

ANNOUNCEMENTS.

May 15, 1912.

Motions set down for single court for Thursday, 16th inst. at 11 a.m.:
1—Macrae v. O'Brien.
2—Stewart-Howe v. Meek.
3—Re Mercer Estate.

Peremptory list for divisional court for Thursday, 16th inst. at 11 a.m.:
1—Sovereign Bank v. McDonald.
2—Thamer v. Jundt.

Peremptory list for court of appeal for Thursday, 16th inst. at 11 a.m.:
1—Zubere v. Hollinger.
2—Northern Sulphite Co. v. Occidentalsyndicate.

Master's Chambers.

Before Cartwright, K.C. Master.
Campbell v. Sovereign Bank and International Assets.—W. J. Boland, for defendant. P. Arnold, K.C., and F. McCarthy, for plaintiff. Motion by defendant for an order for a commission to examine D. M. Stewart as a witness on their behalf. He having been for some time out of the province.

Judgment: Let the plaintiffs have the examination for discovery which they require, set down next week. Mr. Stewart would be examined the week following, say about 28th or 29th inst. The costs of this motion and of the commission to be met by the two parties to be left to the taxing officer unless disposed of by trial judge.

Cartwright, K.C. for plaintiff. H. Sedgewick, for plaintiff. Motion by plaintiff for an order for security for costs by defendant in respect of his counter claim. Reversed.

Hancock v. Grimwood-Macdonald (Deceased) and others. Motion by defendant on consent for an order dismissing the action and vacating the certificate of its pendency.

Walton v. Stans-Edwards (Hovans & Co.) for plaintiff. Motion by plaintiff for an order for substitutional service writ of summons on male defendant by service on his wife, a co-defendant. Order made.

Roberts v. Thorley—W. W. Wallbridge, for plaintiff. Motion by plaintiff for an order amending writ as it may be advised. Order made and service on defendant already served dispensed with.

McDougall v. Harris—J. M. Ferguson, for defendant. P. McCarthy, for plaintiff. Motion by defendant for an order postponing trial to next term as assises after vacation and for a commission to take evidence by way of examination for discovery of plaintiffs. Order that statement of defence be amended and that plaintiffs may have further examination for discovery thereafter. Defendants to have commission issued thereafter if so advised, returnable no later than Aug. 15 next.

Notice of trial to be given in vacation. Trial postponed meantime. Costs of motion to postpone in cause, \$100, to be paid by plaintiffs. Order made.

Judge's Chambers.

Before Middleton, J.
Re Polson Iron Works, R. McKay, K.C., for McWhinney & Brown, C. A. Polson Iron Works, Motion by McWhinney & Brown, C. A. Polson Iron Works, for an order directing the marriage settlement of John James Main and La Delle McWhinney, for a taxation in Newfoundland.

The council will give judgment on the Ontario provincial rights case tomorrow. Judgment: The order for mandamus will go as sought with costs.

Britton—J. G. Donohue, for plaintiff. G. Jarvis, (London) for Burgess and the defendants. Motion by plaintiffs for an order directing certain matters to be referred to a referee to inquire into the position and conduct of each union and all other matters relating thereto, and in default thereof to be committed to the common jury.

Judgment: In the course of this examination the plaintiffs desire to enquire fully into the organization, constitution, membership, financial position and domestic concerns of the rival union. Burgess has declined to produce the information requested by the plaintiffs' counsel free access to the documents, and I think that he is within his rights. Motion dismissed with costs to be paid by plaintiffs to defendants and to Burgess forthwith after taxation.

Re Solicitor—J. D. Falconbridge for client. Campbell v. Sovereign Bank and International Assets, K.C., for the client for an order requiring the client to deliver a bill and to account for certain moneys received by him from the client, and in the alternative if it should be held that the solicitor made an agreement respecting payment for his services, the motion to be for an order reopening the agreement and directing the delivery of a bill and for taxation. Judgment: The solicitor's own account of the transaction justifies me in taking the view that the real situation was that he declined undertaking these proceedings unless and until his client placed him in funds to the extent of \$500, and that when the client paid this \$500 it was not with the intention of being regarded as a gift, but rather either as a security to the solicitor for his remuneration or as a payment by the defendant in either case the solicitor is bound to deliver to the client a bill of his actual charges and to account for the \$500. I am right in thinking that the motion should be granted.

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mandum signed does not constitute a sufficient agreement under the statute. I direct the delivery of a bill and that it be referred for taxation, and reserve the question of costs until after the taxation.

Single Court.

Before the Chancellor.
Cayser v. Interurban Electric Co.—G. W. Holmes for plaintiff. G. A. Urquhart, for defendant. Motion by plaintiff for judgment in terms of consent. Plaintiff sues as administrator of the estate of his son-in-law, Otto Snyder, a lineman, lately in the employment of defendants, who was killed while stringing wires on the Weston road. Judgment by consent for \$1500 and costs fixed at \$100. Of this, \$1200 to be paid to plaintiff, the balance to be paid to plaintiff, plaintiff appointed guardian of infant widow.

Telfer v. Fawcett—G. A. Urquhart for plaintiff. No one contra. Motion by plaintiff for judgment pursuant to order of the local judge giving leave of judgment for plaintiff for \$1234.47 and costs.

Re Miller and Smollee—G. W. Holmes for vendor. J. D. Falconbridge for purchaser. Motion by vendor for an order restraining defendant from proceeding with the erection of two apartment houses on Palmerston-boulevard, as being in violation of building restrictions. Motion until 17th inst. to allow of filing affidavits in reply and to complete material.

Ontario Disinfectant v. Leeming—F. Arnold, K.C., for plaintiff. J. Lee for defendant. Motion by plaintiff for an order continuing injunction. Judgment by consent.

Re Holiday Trust—H. S. White for Thomas Holiday and J. H. Kenner. C. A. Moss for Nelson Richardson, et al. Motion on behalf of trustees and inspectors for an order fixing commission. Referred to the local master at Stratford to make enquiries, fix commission if any, tax costs, etc., and report.

Divisional Court.

Before the Chancellor, Teetzel, J.

Kelly, J.

Dunn v. Gibson—E. F. B. Johnston, K.C., for plaintiff. W. A. Logie (Hamilton) for defendant. An appeal by defendant from the judgment of Sutherland, J., of March 27, 1912. This action was brought by a servant of defendant's mother to recover \$30,000 damages for alleged criminal assault upon plaintiff by defendant. At the trial plaintiff recovered judgment for \$5000 and costs. Appeal dismissed with costs.

Dane v. Toronto Railway Co.—J. J. Jenkinson, K.C., for plaintiff. D. L. McCarthy, K.C., for defendant. An appeal by defendant from the judgment of Sutherland, J., of March 15, 1912. By consent of parties, the trial was ordered to be postponed until June 1st, if the court sits; otherwise, till June sitting.

Broom v. Toronto Junction—W. A. Logie, K.C., for plaintiff. Plaintiff in person. Motion argued yesterday in his absence, he having mistaken the day. Motion refused.

Pustis v. Rosenberg—L. F. Hayd, K.C., for defendant. H. H. Shaver for plaintiff. An appeal by defendant from the judgment of Sutherland, J., of the county court of York. Argument of case resumed from yesterday and continued by reducing judgment to \$1000 and division court costs without effect. The \$50 in court to be paid to cost of plaintiff.

Schwartz v. Toronto Railway Co.—L. F. Hayd, K.C., for plaintiff. An appeal by plaintiff for leave to give notice for 10th inst. of motion for leave to set this case down for present sitting. Leave granted.

Cooper v. London Street Railway Co.—I. F. Helmuth, K.C., for defendant; C. G. Gibbons, K.C., for plaintiff. An appeal by defendant from the judgment of Sutherland, J., of Feb. 2, 1912. This is an action by Catherine Cooper to recover \$2000 damages for injuries sustained by her by being struck by a car of defendant, which she alleged was caused by the negligence of defendants in running the car at a high rate of speed, etc. At the trial judgment was given for plaintiff for \$1000 and costs. Judgment: Appeal dismissed with costs.

Before Britton, J., Teetzel, J., Kelly, J.

Pearson v. Adams—J. M. Godfrey for defendant; J. H. Cook for plaintiff. Motion by plaintiff for leave to set down an appeal from the judgment of Middleton, J., on this month's list. Leave granted.

Woolman v. Cummer—J. Aitchison, representing both parties, asked that this case may be struck off to-day's list. Application granted and case to stand till June sitting.

Moss for plaintiff; H. Howitt for defendant. Motion by plaintiff for leave to set appeal down for June sittings. Leave granted.

Dinnick v. McCallum—W. C. Chisholm, K.C., for plaintiff; H. L. Drayton, K.C., for defendant. Motion by plaintiff, referred by judge in chambers to divisional court for a peremptory mandamus to defendants, requiring them to issue a permit to plaintiff for the erection of an apartment house at the corner of Avenue-road and St. Clair-avenue. Judgment reserved.

Court of Appeal.

Before Moore, C.J.O.; Garrow, J. A.; Maclearen, J. A.; Meredith, J. A.; Magee, J. A.

Pattison v. C. P. R. Co. and C. N. R. Co.—MacMurchy, K.C., for C. P. R. Co. W. Nesbitt, K.C., and C. C. Rbbnson for C. N. R. Co.; C. A. Moss for plaintiff. An appeal by the defendants, The C. P. R. Co., from the judgment of the chancellor at the trial awarding plaintiff, widow of Samuel Pattison, \$2500 damages. Plaintiff's motion referred by judge to divisional court for a peremptory mandamus to defendants, requiring them to issue a permit to plaintiff for the erection of an apartment house at the corner of Avenue-road and St. Clair-avenue. Judgment reserved.

Before Garrow, J. A.; Meredith, J. A.; Magee, J. A.; Latchford, J.; Lennox, J.

Hyatt v. Allen—J. W. Bain, K.C., and M. L. Gordon for defendant. E. G. Porter, K.C., and J. A. Wright (Picton) for plaintiff. An appeal by defendant from the judgment of a divisional court dismissing appeal of defendant from judgment of Sutherland, J., in favor of plaintiff.

Argument of appeal resumed from yesterday, and concluded. Judgment reserved.

McDougall v. The Occidental Syndicate Limited—H. W. Nickle for defendant; J. H. C. H. Casella for plaintiff. An appeal by defendant from the judgment of Falconbridge, C. J. The plaintiff recovered judgment against the Yukon Territory for \$4666.50 and \$251.50 for costs, making together \$4918, and on this judgment plaintiff sued defendant in this province.

At the trial here judgment was recovered by plaintiff for the amount claimed and costs.

Appeal argued. Judgment reserved.

SHERWOOD MAY HEAD N.W.P.

OTTAWA, May 15.—When the leave of absence granted to Col. Fred Wright, comptroller of the North-West Mounted Police, expires, he is likely to retire on full superannuation, after 35 years

A Royal Brew!

A good many men say that "Gold Label" is the finest Ale that we have ever brewed.

It's all a matter of taste. If you prefer a rich, old, creamy ale—that proves its quality by its delightful flavor—just try "Gold Label."

Every bottle sealed with an easily opened "Crown" stopper.

Okeefe's "Gold Label" Ale

"The Beer that is always O.K." 188

WEBSTER'S DICTIONARY COUPON

MAY 16th, 1912.

SIX COUPONS OF CONSECUTIVE DATES WILL CONSTITUTE A