

The Toronto World

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A Morning Newspaper Published Every Day of the Year. WORLD BUILDING, TORONTO, 40 WEST RICHMOND STREET. TELEPHONE CALLS: Main 5308—Private Exchange Connecting All Departments.

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FRIDAY MORNING, MARCH 1, 1912.

CANADIAN DAIRY EXPORTS.

Recent reports issued by the department of trade and commerce again contain complaints regarding the quality of Canadian shipments to Britain and defective packing. A Wolverhampton firm intimates that they had not imported any Canadian butter during 1911 because the last shipment they received was very badly packed. The kegs were not over clean and the color of the wood was of a dark character, which gave the butter a bad appearance. They suggest that if it were possible for Canadian packers to procure a similar wood to that used by the Danish, Swedish and Finnish dairies it would be a vast improvement on Canadian methods and would considerably stimulate business relationships between the Dominion and the mother country in this commodity.

Denmark, according to this authority, is now setting the standard for butter imports. Owing to its high grade and consistent excellence, Danish butter is regarded by the British public as perfection in quality and the method of packing as ideal for the highest class dairy product. Canadian dairies, it is suggested, might, with benefit to themselves, copy the continental packing for butter as regards size, shape and color of wood. Another large Birmingham importer complains of the unsatisfactory manner of marking the weights on Canadian boxes of cheese, and what is more serious, objects that the marking is sometimes heavier than the actual contents. It is only fair to say, however, that other firms express satisfaction, particularly as regards cheese shipments.

Canadian exporters of dairy products should remember that in the British market they have to compete with European rivals, who have made a special study of the requirements necessary to gain and hold the trade. The co-operative organizations established all over Denmark have taken the trouble to ascertain exactly what is wanted and take immense pains to secure that this is provided. Exporters who have not the advantage of this special knowledge, but continue to follow old rules-of-thumb methods, subject themselves to an unnecessary handicap that is bound to prejudice them. Manufacturers and producers everywhere have got to learn that in these days not their, but the market preference must be considered.

PETTY THEFTS BY BIG CORPORATIONS.

The express companies of the United States are presenting a most disgraceful appearance. They are accused of a series of petty thefts aggregating many thousands of dollars. In the hearings now going on before Commissioner Lane of the Inter-State Commerce Commission it was made plain beyond controversy that illegal and extortionate rates were charged, and that wherever it could be worked the company collected the express charges from both the shipper and the consignee. The drivers were instructed to collect for every package whether in fact it was prepaid or not. In one month taken at random, this collection-at-both-ends rascality brought in to one company nearly eight thousand dollars, and which, thirteen thousand was never called for or complained about.

The over-charging has been no less persistent, although in one way less systematic. The commissioner found that the express company officials did not understand their own rates, and therefore to some extent the charging and over-charging alike were done in a haphazard manner. In the case of the Adams Express Company, recently indicted at Cincinnati, the Inter-State Commerce Commission received three thousand complaints of over-charging in one day.

The efficient remedy for all this is the extension of the parcel post system. The New York American and other newspapers are calling upon the Democratic majority in the house to pass the necessary legislation without delay. Certain it is that both political parties in the next campaign will declare for the parcel post. The express companies say that they will be ruined by the parcel post, but after all, if we are to believe the Commissioner Lane, a similar fate awaits them in the federal courts for their multitudinous violations of law. The express companies, however, have been quite successful in holding their own against the post-office department in the money order business by serving the public as cheaply and more conveniently. They may be able to compete with the post-office department in the carriage of

parcels, but they cannot continue the extortionate practices which characterized the day of their monopoly.

THE AMERICAN SITUATION.

The United States is going headlong into something. The political, economic and social conditions are unprecedented. The discouraging thing is that most of the people think that a certain type of president (and such his type) will cure the threatened calamity, and they are working or are being called to work in that direction. The drums are about to be thumped for the once-in-four-year rally as they were never thumped before. The cure is evidently in the noise of the drums. Oh, you people, now long-suffering from this much overworked concussion of taut parchments! Noise will not save you. Nor will the wind of spell-binder all assent. One thing that may save you is a parliament with plenary power to deal with your problems—unlimited by the constitution, by court judgments, or the deliveries of men now dead 150 years! Cease your waste of energy over discussing state and federal powers. Make yourselves into a nation with one parliament, on English lines, and delegate power to local legislatures to handle local questions. Then let your national assembly make one law on each big question for all the people. Get back to a free unlimited parliament like they have in England. You made the mistake of your life as a people when you forgot that your political instincts were ineffaceably English!

TOO RADICAL FOR ROOSEVELT.

Colonel Roosevelt, in his Boston speech, finds fault with Ontario as being too radical, even for him, because the judges have no power to declare any act of our legislature to be unconstitutional. He has fallen into an excusable error, because of a surety some legislation which Ontario enact could not be enacted by any state legislature or even by the congress of the United States. This condition of affairs is due entirely to certain provisions of the U. S. constitution, which are not to be found in the B.N.A. Act. The B.N.A. Act is, however, no less a written constitution than is the constitution of the United States, and the powers delegated to the provinces are on the whole less sweeping and sovereign in their character than those reserved to the states of the American Union. Here, no less than in the United States, are the courts empowered to declare null and void any act passed by any legislature which is outwith the jurisdiction of that legislature under the national constitution. Yet in Ontario no one except perhaps The Toronto Star would subscribe to the Roosevelt proposition, that the unlettered multitude is better qualified to decide an intricate question of law than are the greatest lawyers and judges in the English speaking world. If there be a written constitution there must be an interpreter of it. A legislature with plenary powers would be responsible to the people and could be subjected to popular control with more propriety than courts and judges. Our Ontario Legislature has plenary powers over property. The legislatures in the United States on the other hand are forbidden to impair the obligations of a contract or to deprive any citizen of his property without due process of law. These prohibitions have, no doubt, been construed by the courts so as to obstruct and prevent much desirable legislation such as the Workmen's Compensation Act, the repeal of franchises, the prevention of child labor, and the like, and the people have fretted under judicial restraint. As Mr. Dooley once cleverly put it "I care not who makes the laws of my country so I can get out an injunction." Getting a bill thru the legislature in the United States is like getting a verdict from the jury in a personal injury case. We get quicker results, and, on the whole better results under our system. Seldom, if ever, have our legislatures unjustly disturbed vested interests.

HOME RULE AND THE EMPIRE.

As Sir Edward Grey recently pointed out, home rule for Ireland is no longer advocated solely on the ground that it is demanded by a large majority of the Irish people. It has become part of a much greater necessity—that of relieving the imperial parliament of a load of local business with which it has neither the time nor the ability to deal. Some measure of devolution has become imperative, not only for Ireland, but for the other component parts of the United Kingdom, if parliament is to be placed in a position enabling it to devote its attention properly to imperial affairs.

Are You Going to Buffalo?

If so, remember the C.P.R. excursion from Toronto, Saturday, March 2. Only \$2.00 return. Tickets valid leaving via 9:30 a.m. train, and good returning from Buffalo until Monday, March 4. Fastest time to Buffalo. Finest equipment, including prior car, up-to-date day coaches, and the popular chair-seated smoking car. See that you read C.P.R. Toronto City Office, 16 King St. East.

WILL ATTEND BANQUET.

Secretary H. K. Caskey, of the Laymen's Movement was invited to attend the 17th annual banquet of the Y. M. C. A. adult Bible class at Youngstown, Ohio. The class was organized by Mr. Caskey when he was Y.M.C.A. secretary at Youngstown.

DR. A. W. CHASE'S 25c CATARRH POWDER

Is sent direct to the dealer for 25c. Improved Blower, Heals the urethra, cures the air passages, stops dropping, cures Catarrh and Hay Fever, cures a bad Cough, Croup, Bronchitis, Asthma, all dealers or Robinsons, Sales & Co., Limited, Toronto.

SLATER SHOE STORES MEN'S BOOTS

Stock-Taking Clearing of \$5 and \$6 Values

For you men, here's the shoe find of the season. About 600 pairs—a few pairs of this and a few pairs of that make, but every pair a "standard of merit" in quality and fashion. Tan and black, all leathers; variety big enough to meet every man's shoe needs; laced, buttoned and Blucher cut. Dress Boots in light soles; good sturdy Walking Boots in heavier soles; Waterproof Calf Boots in tan and black, some double soles, some viscoized soles—grand for wear—no all sizes in every kind but all sizes in the lot from 4 to 12; every pair Goodyear welted; the regular prices \$5 and \$6, the Stock-taking Clearing price . . . . . 3.33

SLATER SHOE STORES 117 YONGE STREET And Cor. College and Yonge OPEN EVENING

At Osgoode Hall ANNOUNCEMENTS.

Feb. 28, 1912. Judges' chambers will be held on Friday, March 1, at 11 a.m.

Master's Chambers. Before Cartwright, K.C., Master. M. C. v. Vermont Bristol (Bicknell & Co.) for plaintiff. Motion by plaintiff for judgment under C. R. 103, in Ontario. Order made.

Warner v. Norrington—Macdonald (Day & Co.) for defendant. Cuddy (W. Douglas, K.C.) for plaintiff. Motion by defendant for an order for security for costs under C. R. 138 (d). Reserved.

Hannay v. Fletcher; Hill v. Fletcher—R. W. Hart, for plaintiff. F. Aylesworth, for defendant. Motion by plaintiff for judgment under C. R. 103, in Ontario. Order made.

Waller v. Walsh—H. E. Rose, K.C., for plaintiff. H. D. Gamble, K.C., for defendant. Motion by plaintiff for order for particulars of statement of defence and to strike out part as embarrassing. Reserved.

Morell v. G. T. Ry. Co.—F. Aylesworth, for plaintiff. Motion by plaintiff for a stop order. Order made.

Turnbull v. Traders' Bank—D. I. Platt, for defendant. F. Aylesworth, for plaintiff. Motion by defendant for an order dismissing action for want of prosecution. Order made as asked. Not called.

Brogan v. Swaby and Grant—C. Swaby, for defendant. F. McCarthy, for plaintiff. Motion by defendant for an order for costs. Motion enlarged until March 4 to allow of cross-examination. Reserved.

McKee v. Verne No. 4—J. G. Smith, for defendant. M. L. Gordon, for plaintiff. An application by defendant for an extension of time to set aside proceedings. Time extended for a week.

Irvine v. Stephens—J. G. Smith, for defendant. E. C. Cattnach, for plaintiff. Motion by plaintiff for an order for a commission to Calgary to examine witnesses and to postpone trial meantime. Reserved.

Keating v. Hames—Gordon (Bairnam) for plaintiff. Judgment creditors W. J. McLarty, for judgment creditors. W. J. McLarty, for judgment creditors. An order by judgment creditors for an order appearing that the garnishees have not been served. Motion enlarged sine die.

Taylor v. Leader—J. W. Pickup (Master) for plaintiff. Motion by plaintiff for an order for judgment after non-appearance including a prior mortgage and for taxes. Order made.

Judges' Chambers. Before Cameron—Chapelle—J. H. Moss, K.C., for claimant. A. McL. MacLarty, for defendant. A. McL. MacLarty, for defendant. Motion by claimant for an order varying the order of judgment. Order made.

Magann v. Hydro-Electric Power Commission of Ontario, and Magann v. City of Toronto—G. S. Hodgson, for G. P. Magann, G. L. Magann and T. G. P. Corporation. Motion by the Magann defendants for an order extending the time for making the award herein from March 1 to April 1 next. Order made.

Single Court. Before Teetzel, J. Wilson v. M. C. McLemont (Hamilton) for plaintiff. J. A. Ogilvie (Hamilton) for defendant. E. C. Cattnach for infant. Motion by plaintiff for judgment in the terms settled by two parties. Judgment by consent ordering that the \$587 paid into court by the Kniefs of Macabees be appointed and paid as follows: To plaintiff \$100, for costs \$200 and balance, \$487, to be paid to creditor of infant, and be paid out at majority.

Before Clute, J. Business Systems v. Regal Manufacturing Co.—J. A. Macintosh for plaintiff. G. D. Kelley (Ottawa) for defendant. Motion by plaintiff for an injunction to restrain alleged infringement of a patent. At defendant's request, the case was referred to a referee. McAlpine v. Smith—W. M. Douglas, K.C., for plaintiff. W. M. German, K.C., for defendant. Motion by plaintiff

for an order continuing the injunction restraining defendant from selling, encumbering, by the local judge of W. Leland the lumber of defendant that came ashore at Lake Erie. Enlarged till March 4th next. Injunction continued meantime.

McDermott v. G. T. R. Co.—M. C. Cameron for plaintiff. F. McCarthy for defendant. Motion by defendant for an order directing the issue as to the testimony of plaintiffs for judgment in an action claiming \$10,000 damages for the death of Thomas McDermott, a locomotive fireman, in defendant's employment, who was killed in a collision at Collins Bay, Ontario, on Jan. 25, 1911, under Lord Campbell's Act. Judgment by consent for \$10,000 of which, being insurance, is paid to widow, \$5 for costs and \$1500 to be paid into court subject to further order.

Jarrett v. Campbell—D. I. Grant for plaintiff. E. C. Cattnach for defendant. Motion by defendant for an order directing the issue as to the testimony of plaintiffs for judgment in an action claiming \$10,000 damages for the death of Thomas McDermott, a locomotive fireman, in defendant's employment, who was killed in a collision at Collins Bay, Ontario, on Jan. 25, 1911, under Lord Campbell's Act. Judgment by consent for \$10,000 of which, being insurance, is paid to widow, \$5 for costs and \$1500 to be paid into court subject to further order.

Re Piper Estate—J. F. Hellmuth, K.C. for executor. Henry Piper, W. E. Rainey, K.C., for Rebecca Piper and W. C. Loellner. E. C. Cattnach for official guardian. Motion by David Henry Piper for judgment for the will of the said John Mill Piper under C.R. 988. Enlarged until March 28th next.

Moloch Bank v. Bailey—W. Kerr, for plaintiff. Motion by plaintiff for an order restraining defendants from doing any dealing with property No. 102 on the life of defendant in the Imperial Life Assurance Co. Injunction granted as asked until March 6th next.

Trial. Before Teetzel, J. Wilson v. Verne—S. P. Washington, K.C., for plaintiff. W. E. Rainey, K.C., for M. Telford (Hamilton) for defendant. An action by executors and sole devisees of the will of Samuel Wilson, deceased, for the specific performance of covenant in a lease, for a renewal thereof for a further period of five years at same rental and on same terms as in lease, if lease shall so desire. Judgment: Plaintiffs contend that the lease is still in effect and entitled to have the lease perpetually renewed, while defendant claims that only one renewal is called for by the covenant. There is nothing in the covenant compelling defendants to renew beyond the five years. Defendant before motion was and will still be required to perform the covenant according to its proper interpretation, and only refused to execute the renewal lease tendered because of the insertion of the covenant for renewal. Action dismissed with costs. Fifteen days' stay.

Divisional Court. Before Falconbridge, C. J.; Britton, J.; Middleton, J. Walland County Lining Works v. Shurr—S. H. Bradford, K.C., for defendant. W. M. German, K.C., for plaintiff. Appeal by defendant from the judgment of the Divisional Court, of Dec. 15, 1911. An action by plaintiffs to enforce an agreement made between them and the defendant whereby defendant was to pay plaintiffs \$200 and grant them a lease to drill for gas wells on his farm in return for gas supplied to him for lighting. The agreement was awarded plaintiffs for the carrying out of the agreement, and ordering defendant to allow plaintiffs to take gas from the farm. Judgment: The defendant's contention of a lease by defendant with reference to master at Welland to settle terms of lease if parties cannot agree, is not binding on the court. Judgment: After careful consideration, we find ourselves unable to agree with the conclusion arrived at by the trial judge. In our opinion the matter must be determined upon the terms of the written memorandum of Nov. 20, 1902. In it we find the term for which the lease was granted to be for a term of five years, and Shurr are to lease their respective farms, but the lease is "to continue so long as the company shall desire to continue to comply with the conditions agreed upon." The condition agreed upon is "to supply free of charge sufficient gas to each leaseor sufficient gas to heat his house. It is rather an agreement on the part of these two land owners with the company that the company should supply sufficient gas to the houses of both. On the face of the agreement there is a joint venture on the part of these two farmers. They jointly contributed the money necessary for the laying of the pipe line and the agreement is that gas shall be supplied to both. We do not think that the company is entitled to now demand that the patentee of an article be made to supply gas; because it has ceased to supply gas. It is not therefore the term on which the lease was granted has been ended by the patentee of an article. It is not necessary to deal with the agreement on the open market for the price passed from the patentee.

New Docks at Niagara. NIAGARA FALLS, Ont., Feb. 29.—(Special.)—Representatives of the People's Line were here today seeking dockage rights at Queenston, Lewiston and Niagara-on-the-Lake for freight steamers. Docks will be built within a few hundred feet of the Niagara Navigation Company's at three places.

Imported Men From Buffalo. KINGSTON, Feb. 29.—(Special.)—Because of alleged importation of United States riveters, 25 men employed by the Kingston Shipbuilding Co. want on strike this afternoon. The men claim that workers are being brought from Buffalo.

Wife Driven From Home. KINGSTON, Feb. 29.—(Special.)—Mrs. George Fowler says that in order to save her life she had to run out of her home in the night in her face feet with a dressing gown on. Her husband, while drunk, grabbed her and attempted to choke her to death. Both her eyes were blackened and she was badly used up. She sat out in the cold until a neighbor took her in. Her husband is under arrest.

Doubling Power Plant. NIAGARA FALLS, Ont., Feb. 29.—(Special.)—The actual cost of enlarging the plant of the Electrical Development Company so as to double the capacity began to be estimated by a force of iron workers started work which will continue for more than a year. Three millions will be expended.

Less Consumption in Montreal. MONTREAL, Feb. 29.—Figures compiled by the Dominion Government show a total of 132 cases reported and 123 deaths from consumption from Jan. 2 to Feb. 25, 1912, against 183 cases and 116 deaths between the same dates last year.

Every genuine bottle bears this seal. Pilsener Lager. "The Light Beer in the Light Bottle". The Lager that is driving imported beers out of Canada.

MICHIE'S GLENERNAN SCOTCH WHISKY. A Blend of Pure Highland Malts. BOTTLED IN SCOTLAND EXCLUSIVELY FOR Michie & Co., Ltd., 7 King St. W. TORONTO.

WESTER'S DICTIONARY. The \$4.00. The \$3.00. The \$2.00. Cut out the above coupon, with five others of consecutive date, and present them at this office, with the coupon book among herein set opposite any style from the factory, checking, stock list and other necessary EXPENSES (none), and receive your choice of these three books.

CUT-RATE DRUGGISTS WIN. Patentes Can't Control Prices is Important Decision Given.

RAILWAYS' PATHETIC PLAINT. Cut in Express Rates Means Loss of Freight and Dire Disaster.

WASHINGTON, Feb. 29.—(Can. Press.)—Patent medicines and other patented articles may be sold without reference to the prices fixed by the patentee.

WASHINGTON, Feb. 29.—(Can. Press.)—Operating officials of railroads, testifying today in the Interstate Commerce Commission's investigation of the express companies, declared that the railroads made no profit out of express business.

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