Senatorial Spaniards

Some of the New York papers are talking to the United States Senate in the language of truth, and the *Commercial Bulletin* dubs those who are responsible for the proposition to issue $150,000,000 in greenbacks and $42,000,000 in silver certificates "Senatorial Spaniards."

Reasonable taxation is not objected to, the paper stating that the costs of war should be met by means of special contributions from the people; but the proposal to force upon the country a depreciated currency is stated to be almost treasonable, the Bulletin going so far as to denounce it as likely to inflict greater losses upon the Government and upon individuals than could be caused by a Spanish fleet bombarding the coasts without any restraint. These "Senatorial Spaniards" are charged with carrying on *"a dangerous attack upon the United States,"* and as being *"determined to issue paper money when the country possesses an unprecedented store of gold, all of which can be borrowed at very low rates of interest."*

An earnest appeal is made to Senators, mentioned by name as favouring sound money, but suspected of supporting the Chicago platform, to save the United States from "irreparable disgrace," and something more disastrous than a Spanish victory.

The impassioned appeal of the Bulletin only accentuates what bankers and business-men are contemplating with dread—the resurrection of Bryan and the silverites, and the seriousness of the situation cannot be over-estimated when one bears in mind that the Democrats, the Populists and the Silverites are supposed to be a majority in the Senate.

It seems strange that those who remember what happened in 1893, when the possibility of a depreciated currency caused widespread trouble and shattered confidence "at home and abroad in the financial policy and solvency" of the United States Government, should seize the present opportunity to again advance their specious and plausible but pernicious heresies. They are rightly dubbed "Senatorial Spaniards" and enemies of their country.

A Singular Disagreement

An important and interesting case tried before the Lord Chief Justice of England and a special jury has just been brought to a temporary conclusion by failure of the jury to agree. Lord Russell requested the parties to the suit to accept the verdict of the majority of the jury (stated as nine to three). This request was declined, and the jury consequently discharged without rendering a verdict.

The action was brought by one Marshall, on behalf of the Royal Insurance Company, against Maple & Co., the well-known London upholsterers, under the following circumstances. Marshall effected insurance for £800 upon his furniture which, some time later, he stored in the defendants' warehouse. The Insurance Company were duly notified of the removal of the furniture to the repositories of Maple & Co., at Camden Town. In reply to an enquiry by the Insurance Company, the defendants stated that the furniture of the plaintiff would be stored in Block C. of their buildings. This information was endorsed on the policy.

About six months later a fire occurred by which a section of the building was destroyed. Block C. escaped; but it transpired that the plaintiff's furniture had been stored in Block E. and burned.

The Royal Insurance Company very generously paid the plaintiff the amount of his insurance, £800, merely asking him to transfer his right of action against Maple & Co.

Although Lord Russel in summoning up cautioned the jury against allowing themselves to be influenced by the circumstance of the insurance company becoming the plaintiff; reminded them of the obligation of the defendants to clearly state the situation of the goods of a customer so as to enable him to have his property safely insured; and plainly intimated that they, the jury, could hardly arrive at any other conclusion than that Maple & Co. contracted to store the furniture in Block C., the result was as stated—the jury, after discussing the questions submitted to them by Lord Russell for more than an hour, abandoned hope of an agreement.

Messrs. Gilbert & Sullivan, who satirized trial by jury of a breach of promise case, might find lots of material for a further pasquinade of the British juryman for his treatment of corporations.

Calmness of judgment consists in the power of the mind to resist external disturbances, and the Britisher is supposed to be cool and emotionless; but, when the disturbance assumes the shape of a fair plaintiff whose affections have been trifled with, or of a bloated and soulless corporation, asking for simple justice, the British juryman, as Dickens' immortal creation, Bumble, remarked of the law, "is a hass."

A Brief and Pointed Judgment.

Elsewhere in our columns, we print the decision of Mr. Justice Meredith, in the case of the Union Bank of Canada versus The Alliance Assurance Company. The action was the outcome of the burning of I. O. & H. Mooney, flour mill at Alexandria, Ontario, in July, 1896.

One month previous to the fire, $12,500 additional insurance on the mills had been placed without the usual notification to the Alliance which was then carrying $2,500, the policy being payable to the Atlas Loan Company, said policy containing no mortgage clause.

The Alliance declined to admit liability, contending that "other insurance without notice" had been obtained. In the progress of the action, the questions at issue were by consent of both parties, reduced to the one of the existence or otherwise of a mortgage clause in the policy previous to the fire.

The judgment will be found under the heading "Legal Decisions."