

A Bewildered Editor. The *Policyholder* of Manchester is much exercised over a form of insurance which prevails in France, and, with variations, in Manchester, as well as elsewhere. Listen to this:—

"One of the curiosities of insurance is supplied—in the interests of humanity at large it may be hoped exclusively supplied—by the *Ville Lumière*. It consists in a policy of insurance, not against the accidents that may happen to yourself, but against those which you may happen, in the course of your business, to inflict upon your fellow-creatures. The class which avails itself most exclusively of this form of insurance is (we quote from the *Pall Mall Gazette*) the Paris cab-driver. The number of accidents which this practitioner contrives to inflict in the course of his business would of itself argue a liability of the most limited character, and, in fact, for some ten or twenty francs per annum the policy-holding jehu may, enjoy practical impunity. He just sends in his claims to the office as they arrive, and need trouble himself no further. Nothing, of course, can be more demoralizing. The least blood-thirsty driver cannot afford to go on paying premiums for nothing; he simply *has* to smash up somebody."

Not at all. This is simply a form of employer's liability insurance and, properly conducted, ought to be other than demoralizing either to the cab-driver or the general public. Most of these cab-drivers are employees, and, if their employer, owning say one hundred cabs, finds it to his advantage to protect himself by an employer's liability policy, how does that engender blood-thirstiness in his cabmen? The suggestion that a cabman must smash up somebody in order to earn his premiums is worthy only of Bedlam, and must not be permitted to alarm the most nervous of fares in four-wheeler or hansom.

A CELEBRATED CASE.

On the 21st ult., the first of the two suits brought by Lord Rothschild and other trustees of the Alliance Assurance Company against Sir Tatton Sykes, resulted in the retirement of the jury for forty minutes, and their return with a verdict for the defendant. Mr. Pollard, the plaintiffs' solicitor, asked the foreman of the jury whether their verdict meant that Sir Tatton Sykes did not sign the deed. The foreman's reply, "Yes," is not only the opinion of the jury that the plaintiffs failed to prove the genuineness of the defendant's signature; it is a blow at all such business as that represented by the case, and virtually suggests a forgery for which the British public will be apt to ask that some one be punished. But the aspect of the case which is causing the most comment among business men is the cause of the action—the transaction itself. The business was arranged and carried out by experienced solicitors, and now it transpires that the security upon which the Alliance and other insurance

companies principally relied is worthless. The circumstances of this now celebrated case may well be retold. In 1892, the Alliance loaned \$37,500 to Lady Sykes, taking as security what is claimed by the plaintiffs to be a deed executed by her husband, Sir Tatton Sykes, and binding him to repay the amount with interest at 5 per cent. in yearly instalments of \$5,000.

Lady Sykes is said to have met the annual instalments until 1896, when, payment failing, the solicitors of Sir Tatton Sykes were informed thereof, and he paid the amount then due. Later, Sir Tatton examined the deeds representing this and similar transactions of his wife's, and repudiated what had been accepted by the lenders of the money as his signature.

The Alliance and others were thus compelled to enforce their claim under the supposed security, with the result stated herein. The case just concluded has excited unusual attention, not only because of the wealthy corporation figuring as the plaintiffs, but on account of the social standing of the defendant and the curious light thrown upon the conduct of Lady Sykes, who not only misrepresented the purposes for which the money obtained from the Alliance was required, but used the same in speculating on the Stock Exchange and betting on the turf.

Some of the London papers, in commenting upon the verdict, take occasion to refer to the moral hazard in personal security business, and state that such transactions as those of Lady Sykes with the insurance companies concerned are not desirable, and that the business is "not worth doing at the price."

Mr. Justice Grantham, in his summing-up, said it was the most painful case that he had ever had to deal with. That such a couple should lead an unhappy life was not to be wondered at. A "high spirited girl" fond of London and its gaiety married to a man who had no tastes similar to hers. There was no reason for the charge that Sir Tatton had been mean and beggarly towards his wife; but people who looked with scorn on the mothers of Heathen Africa, sacrificing their children to the gods, should reflect upon the children in London and elsewhere who were sacrificed to the Moloch of money.

At the close of this case, it was agreed that the second of the Alliance actions should be heard after a similar suit brought by the North British and Mercantile has been settled.

As an exhibition of feeling and gallantry, the judges plea in palliation of the means adopted by Lady Sykes for raising money arouses our sympathy with lovely woman. But, much as we may admire this high-spirited girl who speculated on 'Change and gave or took the odds on the favourite for the Derby or the Oaks, we are also concerned for her unhappy old husband and also for the assurance companies who loaned her money for what she was pleased to call "household expenses." Sir E. Clarke, who appeared for Sir Tatton Sykes, stated that between 1890 and 1896, Lady Sykes spent \$592,500, and not one shilling could