

# SENATE SPLIT ON COURT BILL

## U.S. Upper House Divides Into Three Equal Groups

### REPRESENTATIVES DELAY

Washington, Feb. 16 (UP).—Senator Walter F. George (D., Ga.), previously noncommittal on President Roosevelt's court reorganization plan, enlisted with the opposition tonight on the ground that the program would "impair the independence" of the Supreme Court.

Congressional policy of delaying action on the program to permit full expression of sentiment seemed to be drawing Senators gradually into definite positions for or against it. Tonight the 96-member Senate was divided into three approximately equal groups, the third group being still non-committal.

House leaders gave the Senate a broad hint to act first on the President's proposal. At the same time plans for speedy Senate passage of the House-approved Summers bill, permitting Supreme Court Justices to retire at 70 on full pay—\$20,000 a year—struck opposition in Senator Walter E. Borah (R., Ida.). Borah objected to the bill as drafted, but did not indicate whether he would seek to block it. Discussion over the program promised to develop a series of nightly debates.

George, in lining up with the opposition, said: "I have not hesitated to say to persons who have written me about the proposals that the President's plan in regard to the Supreme Court is unwise and would impair the independence of the judiciary. A subversive judiciary is worse than no judiciary at all."

The non-committal Senate group is composed almost wholly of Democrats usually favorable to the Administration, and presumably would be open to Administration pressure.

The House was debating the Treasury-Postoffice appropriation bill today, but a mention of the Supreme Court issue instantly drew members on both sides into a discussion of that issue.

Representative George A. Dondero (R., Mich.) charged that the President's plan would "emasculate the courts and so on."

Representative J. William Ditter (R., Pa.) added: "I believe the courts are the only institution in this country which have been able to withstand the demagoguery of men who would tear down democracy."

### Empire Settlement Bill Sent to House of Lords

London, Feb. 16 (CP Cable).—House of Commons tonight gave third reading without a vote to the Empire Settlement Bill and sent it to the House of Lords. Debated at length on second reading, the bill provides that the share of the Government may assume of any Empire migration scheme would be increased from 50 per cent. at present to 75 per cent. of the total cost.

## World Spends One Billion For Aircraft, Expert Claims

New York, Feb. 16 (AP).—The world will spend nearly \$1,000,000,000 for aircraft this year, a research expert of the aeronautics industry said today—and four of every five of the 28,500 units to be produced will be fighting planes. Howard S. Welch, Vice-President and General Manager of the Bendix Aviation Export Corporation, estimated all nations would spend a total of \$911,000,000 for new planes, equipment, and spare parts in 1937.

## AUTO PARLEYS ON AT DETROIT

### General Motors Production Lines Start While Joint Conference Opens

### ISSUES TO BE SETTLED

Detroit, Feb. 16 (AP).—Questions of wages, hours and working conditions for General Motors employees, left unsettled in the peace agreement that ended the strikes in its automobile plants last week, came before a joint conference for settlement today.

Representatives of the corporation and of the United Automobile Workers of America met in morning and afternoon sessions in the General Motors Building here to lay the groundwork for negotiation of the points still at issue between them.

While their discussions progressed, General Motors units in a number of cities put production lines in motion for the first time in weeks, and additional thousands of idle employees resumed their jobs.

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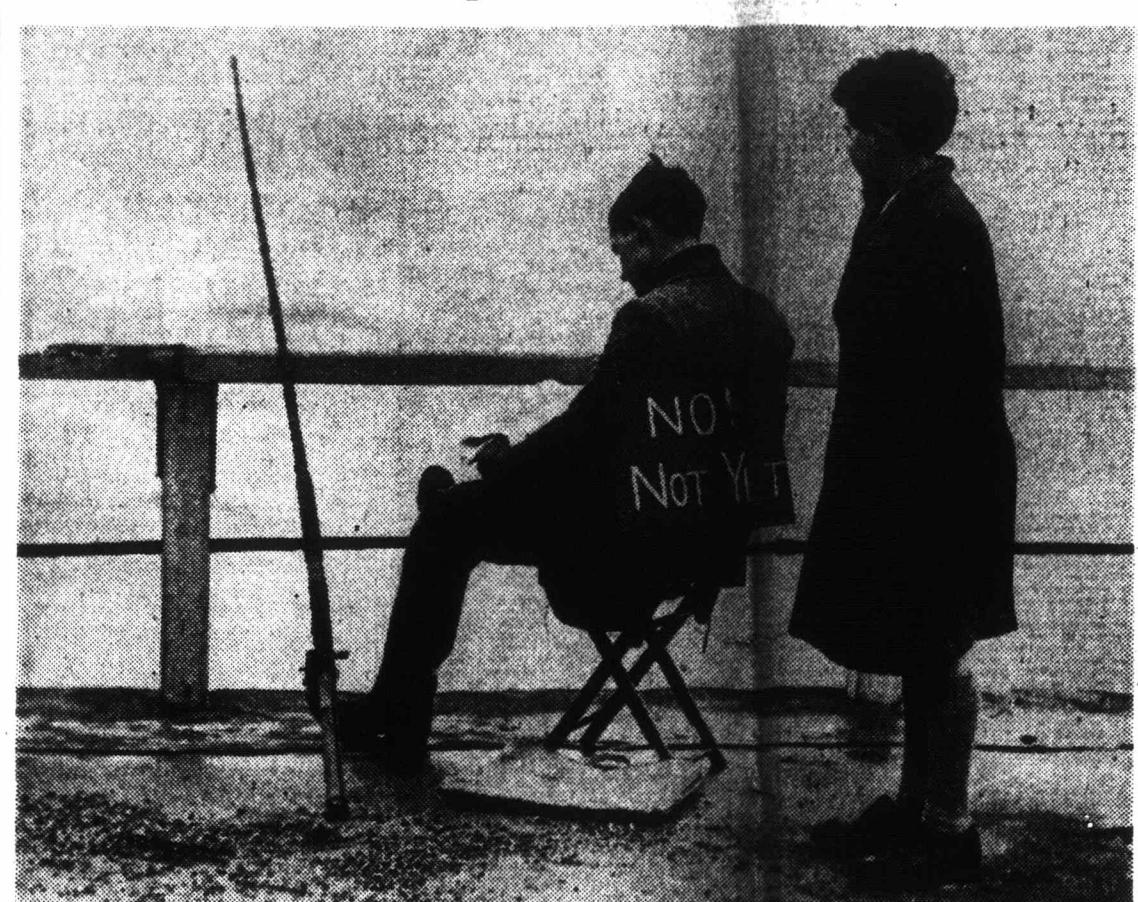
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## "Saving His Patience"



Owing to the exasperating questions of youngsters asking if he had caught anything yet, this angler on the South Coast of England overcame the problem by writing this card, which he hung on his angle. He found that its plain wording left him so much peace he could read his paper while waiting for the bite. (Wide World Photo.)

## LEGISLATION HELD TO BE IN ERROR

### Girl "Fire Inspector" Advance Agent For Burglars

Edmonton, Feb. 16 (CP).—Police tonight sought a girl reportedly masquerading as a "fire inspector" and whom they believe to be an advance agent for burglars.

The girl was said to have attempted to enter several houses in the city under the name of "Miss Fire Inspector."

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## Osgoode Hall

### WEEKLY COURT.

Peremptory list for Weekly Court for Wednesday, Feb. 17, 1937, at 11 o'clock: Dempsey v. Coughlan; Rowe and Orrell; Veale v. Veale.

### JUDGES' CHAMBERS.

Before McFarland, J. Benjamin Silverman et al. v. Anache Minsk Congregation—Motion for way of appeal from order of the Master setting aside default judgment. F. Erlichson, K.C., for defendant. Dismissed, costs in cause.

Before F. H. Barlow, K.C., Master. Sarah Snider v. Brown—C. M. Halperin, for plaintiff, obtained enlargement on consent until Feb. 24.

Independent Order of Foresters v. Patterson—Charles Hamm, for plaintiff, obtained order for leave to amend writ of summons.

Independent Order of Foresters v. Schaffer et al.—Charles Hamm, for plaintiff, obtained an order for leave to serve defendant Rena Schaffer by leaving with Bernard Schaffer.

Annie E. S. McVitt v. Hugelby—G. C. Bradshaw, for plaintiff, obtained an order for leave to amend the proceedings by adding Eliza Hewson and Annie McVitt as party defendants and for an order amending statement of claim to go as asked. No costs to either party.

Robert Patterson v. Britton—J. D. Cronshaw, for plaintiff, obtained an order on consent dismissing action without costs.

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Re Estate of John MacDonald McKenzie—Motion for payment out of court. W. R. Willard for application; P. D. Wilson, K.C., Official Guardian. Granted as asked and costs fixed.

Re Estate of John E. White—Motion for payment out of court to applicant for maintenance. D. G. Guest for application; P. D. Wilson, K.C., Official Guardian. Order to go for payment to infant of fixed amount. No order as to payment to applicant. Costs fixed.

Re Estate of Catherine Smith—Motion for payment out of court. W. J. Langley, Harris & Co. Ltd. v. Mc-

system, subject to a trust mortgage to secure the debt to the Government for advances made by the Government to the Hydro Commission, and that ownership is represented by scores of millions of dollars as shown by the annual report of Hydro.

Trustee for Municipalities. "The municipalities own the Hydro the same as a farmer owns the farm, although there is a mortgage on it. The agreements previously referred to declare that the Power Commission holds the Hydro in trust for the various municipalities, and there are provisions for fixing the amount of the share of each individual municipality therein."

"The authority for all that has now been stated is the Power Commission Act, which creates and appoints the Trustee Commission, and the several hundred municipalities in Ontario under which they agree to pay the total cost as set out in Section 35 of the Power Commission Act, which is as follows: 'The Trustee Commission shall be empowered to raise, sink and pay off the indebtedness, cost of operation, etc., and they are bound by the terms of the contracts to pay every dollar of the cost.'

"The annual report of the Hydro for the year 1935, issued in 1936, further confirms all that has been stated herein by declaring that, 'the partner municipalities are co-ordinated for securing common action with respect to power supplies, through the medium of the Hydro-Electric Power Commission, which, under the Power Commission Act, functions as their trustee.'

Are Interests Protected? "But are the interests of the municipalities protected by the recent Hepburn-Roebuck legislation, which exempts from seizure to satisfy court judgments, the property and assets of the Commission, when the Commission does not own any such property or assets, held by it as trustee, and does not own any itself?"

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Interests Not Exempted. "There is not a single word or line in the recited legislation exempting the equitable interests of the municipalities, now running into scores of millions of dollars, from seizure to satisfy these judgments, or protecting them in any way from losing their equitable interests, represented in accordance with the amounts they have already paid, and their vested rights of ownership of and in the whole Hydro system."

"It would seem that the trustee-agent, that is the Commission, has been protected, but that the owners, the municipalities, have no protection. It is a very serious omission for the municipalities, and a glaring illustration of what is known to the law relating to the construction and interpretation of statutes as a casus omissus, which will not be supplied or read into the statute or implemented by the courts when questions concerning such an omission arise for consideration and decision."

"This is a most important issue for the municipalities, and the whole question should be thoroughly debated and discussed and explained on the floor of the Legislature in order to ascertain why the municipalities have not been properly protected in this matter by the legislation referred to."

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## U.S. Senate Investigators Told Sleuths Eye Lehigh

Washington, Feb. 16 (AP).—United States Senate investigators heard today that one detective agency had investigated another to find out whether General Motors production secrets were "leaking" to a competitor. Edward S. Clark, Cleveland manager for Pinkerton, told the La Follette Civil Liberties Committee that General Motors asked him in December, 1935, to check up on the Corporations Auxiliary Company, a rival detective firm. He said he understood that company was doing "a good deal of work" for this General Motors competitor—Chrysler.

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