

The Directors promised the Plaintiff that the claim would be duly considered, and this ended the interview, but this they did not do, hence the Plaintiff addressed the secretary another, and a final letter:

Montreal, Nov. 18, 1874.

Arthur Garmon, Esq.,
Secretary,
Royal Canadian Ins. Co.

Dear Sir,

"I herewith request that the commission due me upon certain Stock secured to your Company through the amalgamation of the Nova Scotia Mutual Insurance Company of Halifax, be placed to my credit in paying up in full, stock in your Company subscribed by me in the summer of 1873. The balance I will accept in cash.

Very truly,

(Signed,) S. PEDLAR.

Not receiving any reply to this communication, and learning that anything but harmony prevailed at board meetings, he at once instructed his legal advisers, Messrs. Abbott, Tait, Wotherspoon, and Abbott, to commence proceedings against the Company.

T. 1AL 26th NOVEMBER, 1875.

The case came to trial before Mr. Justice McKay, and a special Jury in the Superior Court, the 26th of November, 1875. The Jury was exceptionally the most influential and intelligent that had tried a case for a number of years. The following are the names of the Jury:—

Edward Murphy,
(of Frothingham & Workman,)
Robert Kerr,
(Commission Merchant,)
Robert Mitchell,
(of R. Mitchell & Son.)
Duncan Bell,
(Commission Merchant,)
Robert J. Brown,
(of Brown & Claggett,)
James Mills,
(of Mills & Hutchison,)
John McLea,
(of J. & R. McLea,)
David Grant,
(Glassware and Crockery,)
William Muir,
(of Muir & Ewan,)
Herbert F. Coones,
(Grain Merchant,)
Edmund H. Botterell,
(of John Henderson & Co.,)
Edward Cope and,)
(of Copeland & McLaren.)

The Trial occupied the whole of two days, and resulted in the following

VERDICT FOR PLAINTIFF.

1st. Did the Company, defendant, employ the plaintiff, in July, eighteen hundred and seventy-three, to obtain subscriptions to its capital stock?

A. Yes.

2nd. Did not the said Company acting in the premises by the Honorable John Young, agree to pay the plaintiff one per cent. upon all of its stock which he should get taken up or subscribed for?

A. Yes.

3rd. Did the plaintiff enter into negotiations with the Nova Scotia Mutual Insurance Company, in order to effect an amalgamation of the Company defendant, with that Company, and was a plan of amalgamation between these Companies arranged and almost completed, principally through plaintiff's exertions?

A. Yes.

4th. Did the said plaintiff receive any and what assistance from the Honorable John Young, Alfred Perry, and Mr. Duffus mentioned in the pleadings in this cause?

A. Yes; such assistance as principals are supposed to render an agent in carrying out such a transaction.

5th. Were said negotiations dropped and at an end in December, one thousand eight hundred and seventy-three?

A. Were dropped for the time being, but the Honorable John Young continued urging the matter upon Mr. Duffus' attention.

6th. Did the said Company, defendant, pay to the plaintiff on the second of December, eighteen hundred and seventy-three, the sum of two hundred dollars mentioned in the receipt filed in this cause by defendant, as Exhibit number One, for the causes and reasons in said receipt stated, and is said receipt signed by plaintiff?

A. Yes, and signed the receipt under the reservation produced in evidence.

7th. Was the receipt produced by the Company, defendant, given on the false representations of the said Company, defendant, that no amalgamation would be effected between that Company and the said Nova Scotia Mutual Insurance Company?

A. The receipt was given under the impression at the time held by both parties that no amalgamation would take place.

8th. Was any and what kind of amalgamation formed between the said Company, defendant, and the Nova Scotia Mutual Fire Insurance Company, and when was such amalgamation effected, and on what precise basis and terms; and by whom was such amalgamation effected, and did the said plaintiff take any and what part in effecting the same?

A. There was amalgamation on the basis and terms contained in the indenture dated June 2nd, 1874, marked "B" in the exhibit thereof, the plaintiff taking no part in it, except as it was the result of previous negotiations.

9th. By what extent was the capital stock of the Company, defendant, increased by reason of the said amalgamation?

A. Increased by \$380,400.

10th. Was the said amalgamation in any way due to the conception, labor, exertions or negotiations of the plaintiff, and if so, what would be a fair remuneration for such labor, exertion and negotiation?

A. Yes, entitled to one per cent. upon the \$380,400, as per agreement, less \$200 paid by them.

All the above answers unanimous, except the last; one dissenting.

The business community pretty generally approved of the verdict, while the facts brought out in the trial placed the Company in an unfavourable light. Many expressed surprise at the Company going into court with a case so manifestly in favor of the Plaintiff.

Notwithstanding this verdict, the Company carried the case to the "Court of Review" which resulted in another trial being ordered, on the ground of some technical defect of the jury trial.