Fysh's, &c. A sort of terror had seized the citizens, and it was broadly affirmed that INCENDIARISM of a frightful character prevailed in the city. All efforts to discover the author or authors of these terrible fires were of no avail, and with a view to elicit the truth, the Coroner for the city, Dr. Moore, convened an inquest to inquire into, and if possible discover the origin of the disaster. Dr. Moore assembled a jury of nineteen of the most prominent and acute business men of the city. The following gentlemen comprised the jury:—

Messrs. J. H. Jackson, Jeweller; Thomas Webb, Merchant; W. Higginson, Merchant; Charles Priddis, Merchant; John Birrell, Wholesale Merchant; H. B. B. Alley, Merchant; Wm. Begg, Alderman; A. J. McDonald, Merchant; Wm. Simson, Merchant; John Beattie, Merchant; John Abraham, Merchant; Wm. S. Smith, Merchant; Robert Reid, Merchant; Thomas Wilson, Merchant; W. Y. Brunton, Auctioneer and Valuator; E. A. Mitchell, Druggist; H. Waterman, Merchant; Adam Hope, Wholesale Merchant, and W. Gordon.

Mr. Begg was chosen Chairman.

The investigation which followed was of the most searching and painstaking character, extending over several days, and ending Friday evening the 9th September. Yet nothing was elicited tending to throw any light upon the origin of the fire. Possibly it might have been the work of an incendiary, whose object was plunder; certainly it could not have been caused by an accident from stoves, for no fire had been used on either McDonough & Kent's or Moule's premises for months, and the evidence sets forth that there was no likelihood that the conflagration had arisen from spontaneous combustion. But one valuable fact was elicited by the investigation, and that was that not a shade of suspicion could be raised against the character of the firm in question. The evidence adduced was so fair and straightforward, the explanations given by the principals and their assistants were of so clear and satisfactory a character that the breath of slander was at once suppressed. Not one of the jury who sat on the case, probably for a moment suspected that the fire was the act of anyone connected with the firm, and subsequent inquiry greatly strengthened that conviction in the public mind. Indeed, there was no motive that could be found for such an act on their part. The firm was wealthy, their stock heavy and well-assorted, their credit of the first class, and their business, large, increasing, and lucrative. They had nothing to gain by a fire, but, on the contrary everything to lose by a loss of business and property. When these facts became generally known, people ceased to look for any reason that might have induced the INCENDIARISM from WITHIN rather than from WITHOUT. But another view of the question completely destroys any motive that might be supposed to actuate an INCENDIARISM on their parts. Their stock at the time of the fire is proven by their books, and the evidence of their assistants, to have been at least $68,000, while the insurance on the stock was but $38,000—thus some $30,000 of goods were entirely unprotected in case of a fire. As it was, but for the great exertions of the hundreds of people, who, with willing hands, removed many thousand dollars worth of goods from the burning premises, Messrs. McDonough & Kent must have been tremendous losers. Their loss was not covered by the existing policies by $30,000, for their stock destroyed amounted to $46,000. The hypothesis, then, that the fire was in any way caused or instigated by McDonough & Kent is utterly base, as the absence of MOTIVE alone precludes the possibility of such a charge holding the light of day for a single minute. It would be preposterous to suppose that a firm of the well-known wealth and commercial standing of Messrs. McDonough & Kent, and holding a stock of goods insured but for about 55 cents on the dollar, should cause the destruction of their own property; such an idea would be scouted by every intelligent man in the community.

After the inquest, which occupied several days, had been terminated, and Messrs. McDonough & Kent had time to review their position, their next step was naturally to look around and see what was necessary to be done, they found the conditions of the insurance policies, except the Provincial, required them to deliver an account of their loss, in detail, within fourteen days after the fire. The failure to deliver this statement on the part of the insured within fourteen days would have the effect of releasing the Companies from all liability. This most unfair and one sided condition, the American Companies doing business here never take advantage of, as it is apparent that whether an account is delivered in 14 or 20 days can in no way affect the merits of the account, but the Companies that had insured McDonough & Kent determined not to waive that condition of the insurance. On the other hand the insured never for a moment suspected that there would be any hesitation on the part of the Companies to settle their loss in a straightforward manner, and, least of all, that they would refuse them necessary time for the preparation of their claim. So after the fire, instead of turning their attention to the proof of their loss, they were engaged as witnesses and otherwise at the Coroner's Fire Inquest, called, no doubt, directly or indirectly at the instigation of the Insurance Companies to discover, if possible, the cause of the fire, or, as often happens, to find some plausible reason by which payment of an insurance may be evaded. For six days of the fourteen allowed for the preparation of the particulars of the loss, the attention of Messrs. McDonough & Kent was diverted to the fire inquest, the Insurance Agents giving no intimation that they would hold them strictly to time in the delivery of their claim.