

The Plaintiff's Project is revived, but the Company Defendant most disgracefully and dishonorably repudiates his rights in it.

A few months after giving the above receipt, the Plaintiff noticed a paragraph in the "*Montreal Herald*," to the effect that the "*Nova Scotia Mutual Fire Insurance Company*" had ceased to do business, and that its capital and business, amounting to nearly two millions of dollars, were transferred to the Royal Canadian Insurance Company.

The Plaintiff soon after seeing the above paragraph called at the office of the Company, Defendant, to see the President, but as he was not in the office, he met the Manager, to whom the Plaintiff offered his hearty congratulations over the final amalgamation of the two Companies, and followed that up by asking for the commission which he felt he was entitled to, and which the Company, Defendant, could afford to pay. The Manager answered "that his Company had already paid the Plaintiff in full for his services in connection with those Halifax negotiations and held a receipt to that effect, besides the final Agreement entered into between the two Companies had no connection whatever with the Plaintiff's negotiations and therefore he was not entitled to further pay."

Notwithstanding this view of the Manager, the Plaintiff called again at the office of the Company, and saw the President, who positively refused to consider the Plaintiff's claim. The Plaintiff answered the President, by telling him that he was astonished at his course, and immediately left the office of the Company.

Notwithstanding the obstacles thus set in his way, the Plaintiff was determined to defend his rights, and as a first step addressed the Secretary the following letter:

Montreal, September 16th, 1874.

A. Gagnon, Esq.,
Sec. Royal Canadian Ins. Co.

Dear Sir,

Now that the Halifax people have at last cast in their lot with the "*Royal Canadian*," I consider it my duty to receive full compensation for my services during the summer of '83.

If a stock secured to the Royal Canadian, can afford to bear a commission of one per cent, it is the Halifax stock, for it is the only stock yet obtained. I believe, which caused a retirement of competitors to the west and to us.

I have only received the sum of \$200, for services that I used me to make three trips to Halifax, not sufficient to reimburse me for travelling expenses alone. This sum, small as it was, I accepted, because at the time I was supposed the Halifax people would not join the "*Royal Canadian*." Mr. Duffus, of Halifax, wrote me a few days previous supporting this supposition, but now after the lapse of a few months the scheme is to all intents and purposes carried out, on account of which I base my claim for full compensation.

Having every confidence that the Directors will do what is right and just in the case, you will greatly oblige by placing this letter before them at your earliest convenience.

I remain,
Very truly,

S. PEDLAR.

Montreal, September 22nd, 1874.

S. Pedlar, Esq.

Dear Sir,

"Your letter of the 16th inst., preferring a claim against the Company for services rendered at Halifax has been submitted to the "*Board of Directors*," and in reply I am directed to say that the request therein contained is not granted. It having in connection with subsequent negotiations to the settlement made with you for "*full compensation for all services in connection with your mission to Halifax in behalf of this Company, or elsewhere, and for all services to date of settlement.*"

(Signed,) A. GAGNON,
Secretary.

The Secretary's reply it will be seen squarely puts on record the design of the Company, defendant, to repudiate the rights of the Plaintiff.

The Plaintiff felt that the Directors were being influenced by the President and Manager, and therefore before taking further step, decided to ask for a hearing before the "*Board of Directors*," accordingly he addressed the following letter to the Secretary:

Montreal, Sept. 30, 1874.

A. Gagnon, Esq.,
Secretary,

Dear Sir,

"Your favor of the 22nd inst., came duly to hand. This letter I regret commits the Board of Directors in such a manner as would not have been if the whole of the facts were better known.

I feel it to be adding insult to injury, for my rights to be thrust aside in such a manner. I am satisfied that if the Board will grant me permission to appear in person to defend myself in open session, that a more just and satisfactory conclusion will be arrived at. I therefore ask of the Directors for an early opportunity of appearing before them. My mission to Halifax occupied six weeks of close application to one idea, for the interest of your Company, caused me to make three consecutive trips to Halifax, therefore such work is not like a mere summer excursion. Please present this letter for the consideration and action of to-day's Board Meeting.

Very truly,
(Signed,) S. PEDLAR.

The Company, Defendant, after weeks of deferring, reluctantly granted the Plaintiff a hearing. The President in the chair, Kay, Ostell, Mullarkey, Wilson and Tibbaldson, were the Directors present. The Plaintiff confined his remarks to a mere recital of the facts of the history of his project, and his labor in connection with it.

The President only on the part of the Directors offered any remarks. He said, addressing the Plaintiff, "You will admit, will you not, that you were aided in your labor at Halifax by my letter of introduction I gave you?" To which the Plaintiff said, "certainly."