

## PLAINTIFF ASKS FOR COMPENSATION.

Some six weeks thereafter, while in Toronto visiting friends and devoting personal attention to his own private business, the Plaintiff felt that the Company, Defendant, was slow in showing a proper appreciation of the valuable services which he had rendered in the Halifax negotiations which involved the expense of three round trips to Halifax, to say nothing of the care, anxiety, and time given during this lengthy negotiations. So acting upon the belief that though the Company did not move in the way indicated the Plaintiff felt that he was entitled to some compensation, hence the following correspondence took place:—

Queen's Hotel,  
Toronto, October 5, 1873.

John Young, Esq.,  
President,  
Royal Canadian Ins. Co.

Dear Sir,

As a simple act of justice to myself, I beg to ask of the Directors of your Company a just and proper compensation for time and expenses incurred in the negotiations with the Nova Scotia Mutual Insurance Company. My cash outlay, as expenses, is nearly two hundred dollars, having made three trips in all to Halifax, therefore you can form some idea what would be a fair compensation for the part I have taken in the matter.

My address at present is the "Etna Life" Office, Toronto. Trusting you will give this matter due attention,

I remain,

Yours truly,

S. PEDLAR.

Montreal, October 11, 1873.

S. Pedlar, Esq.,  
"Queen's Hotel,"  
Toronto.

Dear Sir,

I am in receipt of your letter of the 6th instant, asking the Company I represent, for compensation for your time and expenses in going to Halifax in its interest.

I have had no opportunity of submitting your letter to the Directors, but you must be aware that on the belief that you would be successful in the negotiations you allude to at Halifax, it was understood and agreed that you on your part were to bear your own expenses, and that you ran the risk of being paid out of the commission resulting from the success of your mission. Your negotiation having proved a failure, it does not seem to me you have any claim on the Company.

If however you think otherwise, I will bring the matter before the Directors for their decision, and if I understand your letter, you will under the circumstances be willing to receive \$200 (two hundred dollars) in compensation for your expense and labour. Of course you are aware that even if you had succeeded, your success would have been largely owing to my letters to friends in Halifax.

Yours very truly,

JOHN YOUNG,  
President Royal Canadian.

Queen's Hotel,  
Toronto, October 19, 1873.

To Hon. John Young,  
President,  
Royal Canadian Ins. Co.,  
Montreal.

Dear Sir,

Your favor of the 11th came duly to hand. With the kindest feelings of respect for you personally, I must insist, that because your Company allows agreements to be repudiated, my rights are not to suffer in consequence.

The agreement in the possession of your Company is the best possible proof that there was no thing wanting in the negotiation. On the contrary they are quite creditable to those taking part in them in behalf of the Royal Canadian, and the failure is owing, in fact, to your Company, not insisting upon the agreement being carried out.

You wish to know if two hundred dollars, the sum disbursed by me, would be deemed sufficient compensation. In reply would merely say, you are a competent body to decide what would be a proper compensation without prejudice to my rights, should the "Nova Scotia Mutual" yet carry out its agreement.

Very truly,

S. PEDLAR.

A few days after mailing the last letter, the Plaintiff returned to Montreal, and called at the office of the Company, Defendant, so as to further press his claim for compensation. Mr. Young being out of town, the Plaintiff conversed with the Manager, and learned from him that there was no prospect whatever of the final carrying out of an Agreement with the Shareholders of the "Nova Scotia Mutual," and as this was a pretty general belief with everyone at the time, the Plaintiff had no other course but to fall in with the same view. The Plaintiff called at the office several times after this, and finally the Directors of the Company, Defendant, in view of the time and expense given to the matter by the Plaintiff, instructed the Secretary to pay him the sum of two hundred dollars, barely half of what the Plaintiff had paid out of his own pocket. However the Plaintiff accepted the \$200, and gave the following

## RECEIPT.

Montreal, 2nd December, 1873.

\$200.

Received from the Royal Canadian Insurance Company, the sum of two hundred dollars (\$200), being in full compensation for all services in connection with my mission to Halifax, in behalf of the said Company or elsewhere, and for all services up to date.

(Signed,) S. PEDLAR.

When the above receipt was given, the Plaintiff remarked to the Secretary who drew it out, "that he, the Plaintiff, would look to the Company, Defendant, for full compensation should the Nova Scotia Mutual shareholders ultimately carry out an Agreement to retire from business and transfer their capital and business over to the Royal Canadian."