

conduct of the other Agents, withdraw from all further action with them, and the investigation proceeded. It was to be supposed that when the Agents met to investigate a claim calling for the payment of a large sum of money, the investigation would be conducted in a spirit of fair play, with a view not only of protecting the interests of the Company, but that the insured would receive their loss. How far the mode adopted by the Agents could possibly bring about such a result, our readers must form an opinion from the facts. In the first place, Messrs. McDonough & Kent, as required, produced all their books, duly verified under oath, and also directed their book-keeper, Mr. Smith, to render the Agents all the assistance he could in explanation of the books. Will it be believed that the Agents, so long as no explanation was required, permitted Mr. Smith to be present, but whenever an item in the books seemed to require explanation, Mr. Smith was requested by the Agents to leave the room. After the Agents had consulted he was brought back, but not a word said to him as to the result of the secret proceeding on the part of the Agents in his absence. The result was, that after the investigation the insured were completely ignorant of the objections to their claim. In other words the Agents held the investigation not for the purpose or with the object of bringing about a settlement of the claim, but for the purpose of endeavoring to find out by what means they might be able to shift their responsibility to the insured. Yet after a long and protracted trial at the last Middlesex Assize, the Company, in the opinion of all disinterested men, are considered to have made a most trumping defence, having charged Messrs. McDonough & Kent with improper and fraudulent conduct; they did through their Counsel withdraw and retract the charge. It has been asserted by the Agents that the fact of the first accounts rendered exceeding in amount those subsequently rendered, that this was suspicious; but when it is understood that the accounts were accompanied with affidavit and statements which fully and completely refute the idea of fraud—the insinuation goes for nothing; it was made for a purpose—the purpose being to defeat the insured, but it did not succeed. All the accounts delivered will show that the insured tried in every possible way to establish an honest claim by fair means, and that the actual loss was not less than \$44,000, some \$8,000 more than their insurance. When we consider the offers of settlement made by the Insurance Company:—1st, \$10,000; 2nd, \$12,000. 3rd, \$15,000; 4th, \$22,000; 5th, during the trial, \$30,000; 6th, after the verdict, the full amount, less the costs, and the result of the trial, which proved,

- 1st.—That McDonough & Kent's loss was \$44,000,
  - 2nd.—That they did not act fraudulently, nor were their accounts false or fraudulent,
  - 3rd.—That the Company must pay the loss in full, with interest,
  - 4th.—That unwilling debtors, be they individuals or corporations, may be forced to pay their debts,
- we cannot help thinking that there is something in the old adage, "Honesty is the best policy."