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(Continued from page 1.)  
were tied by his superior. The company was not liable, and he was instructed to pay Merritt \$50 and to say that after a while they might give him a job as night watchman, where he could earn about \$12 per week.

"But remember," said Brown, "We can't make any agreement in writing about giving you a job. You will have to take my word for it."

The unfortunate man had no alternative but to fight the International Harvester company and to devise some new way of earning a livelihood. He had one relative, an uncle, who although poor, had managed to save a few hundred dollars. From him Merritt borrowed \$200 and rented a little store near one of Chicago's crowded public schools. He laid in a small stock of candies and school books. His little capital was not enough to provide all of the articles that the children called for, and his profits from the nickels of the children, amounted to about seventy-five cents per day.

Merritt returned to the lawyer's office and suit was brought against the International Harvester company for \$2,000. An overworked and underpaid employe in the office of the harvester company—one whose duty it was to attend to the routine details of damage suits up to the time of trial—neglected to file in court the proper papers answering Merritt's claim for damages in the time fixed by law and Merritt's lawyer took a default against the company, and a judge entered judgment for \$2,000 in his favor.

A few days afterwards the lawyers for the company appeared in court and asked to have the judgment set aside. They explained that the young law clerk in the office of the company had forgotten about the case and that the company had a good defense. The judge ordered the company to produce its witnesses, so that Merritt's lawyer might cross-examine them.

If the company showed that it had a good defense then the judge would set aside the default and submit the case to a jury, where both sides might have their witnesses heard. If the company failed to show that it had a good defense the judge would order the judgment to stand, and Merritt could then collect the \$2,000 quickly.

On the day set for the inquiry into the facts, an important witness, a former employe of the company was not brought to court by the company.

Putting a Witness Out of Reach.  
Merritt's lawyer had secured a written statement from the witness showing the company's negligence. If called to court, the witness would have told the judge that the man who pulled the levers on the crane and cut off Merritt's arm was an incompetent man; that he was an ignorant workman, chosen from the common laboring gang only a short time before the accident, and that the witness, who was an expert crane man had notified the superintendent of the company before the accident that the man was incompetent and careless.

This witness was taken out of the state by Mr. Brown the day before the hearing, and he was paid \$25 for his time in keeping away from court.

As the hearing was not an actual trial, Merritt was not allowed to testify or produce witnesses, and he found that the law does not favor defaults.

The judgment was set aside, but only on conditions that were quite favorable to Merritt. The judge directed that the company pay Merritt \$100 at once; that he be given leave to sue for \$7,500 instead of \$2,000, and that the company should not remove the case to the Federal court. In order to escape the payment of the judgment for \$2,000 the company accepted these conditions.

And Merritt felt half-glad over the decision. He might be defeated and get nothing for his arm, but his fight was now worth while. He had secured a chance of collecting \$7,500 from the harvester company for the loss of his arm.

The suit came on for trial March 16 and lasted until March 23. The defendant corporation contested the case bitterly and called over fifty witnesses. The verdict was in favor of the injured man for the full amount he asked, \$7,500.

But Merritt is far from having the \$7,500 in his pocket for a verdict of a jury is far from conclusive. It is little more than the first skirmish in the long legal battle that will almost certainly be fought. The harvester company may now appeal to the appellate court, and if Merritt wins, another appeal may be taken by the harvester company, this time to the supreme court of the state.

After another year of waiting the plaintiff will learn the final result of his suit. If he defeats the great corporation in all the courts, he will get his money some time in the year 1910 or 1911. It is assumed that the harvester company will contest this suit as it has consistently done with similar suits heretofore.

The lawyers who appeared to defeat Merritt were the regularly retained trial attorneys for the International Harvester company—West, Eckhart, & Taylor. The senior member of

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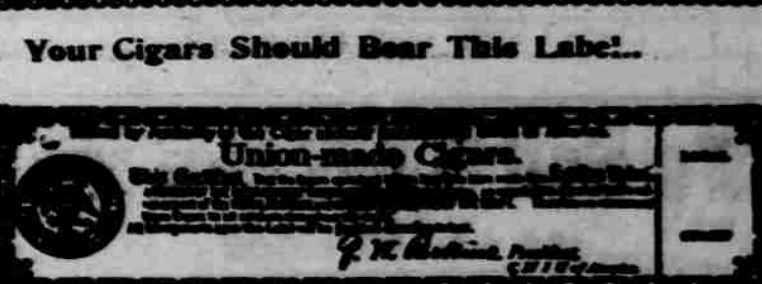
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