

*communications with the Plaintiff as General Consulting Engineer*, concerning documents which the Plaintiff stated that the Treasurer of the Province had put into the Plaintiff's hands, to prepare a contract with the Government, and assist the Treasurer in making a contract. (*See admissions by Defendant, clause 5.*)

It also appears that the Defendant *was very desirous* that the preparation of the Contract, Schedules, and Estimates should be put through as soon as possible, and *that there should be no delays*; also, that during these interviews, (to wit, with the Plaintiff as *General Consulting Engineer*) the Defendant signed an Agreement with the Plaintiff, upon which this action is based, "*in order that that there should be no delays; knowing that the Plaintiff had the means in his power of keeping it back;*" also that the Defendant "*would not have signed said Agreement, under any other circumstances.*" (*See admissions by Defendant, clauses 13 & 14.*)

It also appears, that the said negotiations between the Defendant and the Government, were initiated and carried on, for the reason that, *owing to the proposed relinquishing by the Railway Company of its Charter*, it became necessary to have a new contract entered into for the construction of the Road. (*See Plaintiff's evidence in rebuttal, clause 16.*)

It also appears that, previous to the date of said Agreement, the Defendant was desirous of obtaining responsible parties to advance the means in carrying out his original Contract with the Railway Company; and that the Defendant entered into arrangements with the Plaintiff to that effect; also, that the Defendant was aware that the Plaintiff had procured parties who were willing to assume an interest in said contract; also, that the Defendant had