

of the Defendant, " *in order that there should be no delays ; knowing that the Plaintiff had the means in his power of keeping it back.*" (See admissions by Defendant, clause 14.)

An arrangement was therefore entered into, between the Defendant and the Plaintiff, by which it was proposed, upon the consummation of the contract with the Government, that the Plaintiff should be secured the sum of \$15,000 ; this being *the precise amount of three years salary as Consulting Engineer*, during the probable period of the construction of the Road.

The following is a copy of the Agreement referred to, and upon which the present action is based :

" Quebec, 18th August, 1875,

Dear Sir : In consideration for your extra services, I hereby agree, that if I close an arrangement with the Provincial Government of Quebec, by which the Government either takes the North Shore Railway contract off my hands, or pays me a cash consideration for performing the contract, I will pay you five thousand dollars upon the closing of such an arrangement ; also five thousand dollars additional, within one year from that date ; and five thousand dollars additional, within two years from that date ; making in all fifteen thousand dollars.

Yours truly,

(Signed,) THOS. McNEEVY.

GENERAL SEYMOUR,

Consulting Engineer, &c., &c., Quebec."

It also appears, from the evidence in the case, that the Plaintiff not only refrained from using "*the means, (which the Defendant knew he had,) of keeping the negotiations back,*" but that he also furnished information that was of very great service ; and certainly facilitated matters, and helped to the