

was nothing contemplated by, or connected therewith, that should prevent the legal consummation, by the parties thereto, of the Agreement dated August 18th 1875.

*2d. As to the Extra Services rendered.*

Inasmuch as the nature and extent of the services contemplated to be rendered by the Plaintiff, under and by virtue of the Agreement in question, have been fully discussed in the preceding article, it will be unnecessary to renew the discussion here, further than to state generally, that, according to the allegations of the Plaintiff, and the admissions of the Defendant, *these services were to consist on the part of the Plaintiff, in the furnishing of information, and otherwise rendering aid and assistance to the Defendant, and to the Provincial Government, that would be the means of facilitating the negotiations then pending between the parties; and also of hastening the final consummation of a contract between them, for the construction of the North Shore Railway.*

With reference to the performance of the above services on the part of the Plaintiff, it appears from the testimony, that, immediately after the signing of the said Agreement, the Defendant explained to the Plaintiff, that there was a difference of a large amount, say four hundred and fifty thousand dollars, (the Defendant cannot state the exact amount) between the Defendant and the Government, respecting the consideration for the Main Line alone; also that this difference was harmonized, by the terms of the contract being agreed upon, and ready, about the last days of August; (to wit, within a few days after the signing of the Defendant's Agreement with the Plaintiff, of August