

cupied an office for business purposes, in the City of Quebec, upon the entrance door to which was affixed the Sign, "*General Consulting Engineer.*" (*See admissions by Defendant, clause 22. Also Facts proven by Plaintiff, clause 4.*)

It appears to have been equally well established from the testimony, and the admissions of the Defendant, that at the date of the Agreement, the Defendant *was the Contractor for the construction of the North Shore Railway*, under the said Railway Company; Also, that, at the same date, the Defendant was engaged in negotiations with the Provincial Government of Quebec, with a view of obtaining a contract for building the North Shore Railway, on the basis of a cash consideration. (*See admissions by Defendant clauses 1 & 2.*)

It also appears that, about a week previous to the date of said Agreement; to wit, on the 11th of August, 1875, the North Shore Railway Company adopted a Resolution, "*declaring the inability of the Company to construct the Road under existing Arrangements; and that the Company are therefore ready to allow the Government to deal with the question in any way they may in the public interests think proper, making such arrangements with the Contractor as may be found necessary.*" Also that, after the passage of said Resolution, *the said Railway Company did not take "any step or action whatever with respect to the construction of the said Road; everything was at a stand-still, waiting for the action of the Government."* (*See Plaintiff's evidence in rebuttal, clauses 4 & 6. Also Exhibit No. 22.*)

It also appears that, previous to the date of said Agreement, and during all said negotiations between the Defendant and the Provincial Government, *the Defendant had*