

your earliest convenience, as to which of these respective Agreements, you desire, or intended to have me credit the payments which you have already made on their account; so that the amount due under each Agreement may be distinctly understood."

Inasmuch as the Defendant had not furnished the Plaintiff with the information asked for in the above letter, previous to the commencement of the present action; and as he has produced no evidence upon the subject, it is therefore respectfully submitted, that it was evidently the Defendant's intention, that the payments therein referred to, should be credited to the portion of the account therein rendered, which had been longest due to the Plaintiff, to wit, under the Agreement therein referred to, of June 21; 1875.

With reference to the amount of "*Salary as Consulting Engineer*," which the Plaintiff is alleged to have received, between the 1st November and 1st May last, "of the money of the Defendant, paid to him by the Government of this Province" etc., it is sufficient to state; first, that the same provision is contained in the Government contract, with reference to the payment, by the Contractor, of "*All Engineering Expenses*." (except those of the Government Engineer); and his subsequent re-imbursal through the monthly estimates, as was contained in the original contract. (See clause 11, page 117, of Plaintiff's Exhibit "O."); and, second, that any salary so received by the Plaintiff, must have been acknowledged, by the Railway Commissioners, as being justly due the Plaintiff, from the North Shore Railway Company, on account of his *regular services* as the Consulting Engineer of said Company, during the