

JUDGMENT OF THE COURT

COPY OF JUDGMENT RENDERED BY THE

HONORABLE ANDREW STUART,

JUSTICE OF THE SUPERIOR COURT, ON 7TH FEBRUARY 1877.

Considering that the Defendant hath failed to prove the allegations of his plea of *Perpetual Exception*, in this cause fyled, the same is hence dismissed.

Considering that the Plaintiff hath proved the material allegations of his Declaration; and more particularly, that the Defendant, if he closed an Agreement with the Provincial Government of Quebec, by which the Government either took the North Shore Railway Contract off his hands; or paid him a cash consideration for performing the Contract; in consideration of the Plaintiff's Extra Services, agreed to pay the Plaintiff 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:

Considering that the Defendant has closed an arrangement with the said Government, by which it pays the Defendant a cash consideration for performing the North Shore Railway Contract:

The Court doth adjudge and condemn the Defendant, for the considerations aforesaid, to pay to the Plaintiff the sum of *Five thousand dollars, with interest and costs.*

BIBLIOTHÈQUE
SAINT-SUPLICE