

"salaried officer" and *nominal* servant, the Plaintiff was, at the date of the Agreement in question, had become practically *effete*; and that it was taking no part or interest whatever, either "*in the construction of said Road*," or in the *pending negotiations* between the Defendant and the Government; and when it is further considered, that the services referred to in said Agreement, were sought for and required by the Defendant, to use his own words: "*In order that there should be no delays; knowing that the Plaintiff had the means in his power of keeping it back*"; also that the Agreement would not have been signed by the Defendant "*under any other circumstances*"; it will become quite clear, that the term "*Extra services*," as used in said Agreement, was understood by the parties, as referring to certain services of an *extraordinary* nature, that were quite independent, distinct, and separate from the Plaintiff's *ordinary services* as the *Consulting Engineer* of the Railway Company. Or, in other words, that the Plaintiff was expected to lose no time in preparing and furnishing the officer of the Government, with whom the Defendant was then engaged in carrying on his negotiations, with such *extra* information, aid, and assistance, as the said officer required for the purpose of carrying on these negotiations intelligently; and also "*in preparing the draft of Contract, Schedules and Estimates*"; all of which was to be done "*in order that there should be no delays.*"

Therefore, in view of all the facts and considerations connected with the case, it is respectfully submitted, that the services referred to in said Agreement, were not contemplated or required to be rendered, by the Plaintiff, for or in behalf of the Railway Company. And also, that there