

bit "L," being McGreevy's Letter of July 22nd 1875,) and to complete the same, under the then existing contract with the Railway Company.

It was, therefore, under the circumstances above narrated, all of which are fully established by the Defendant's admissions, and the evidence in the case, that the Defendant had communications with the Plaintiff as *General Consulting Engineer*, for his aid and assistance in conducting his negotiations, and in consummating his contract with the Provincial Government. (*See Defendant's answers to Facts et Articles.*)

Viewing the case in the light of these circumstances, it will become quite apparent, that *the Plaintiff had everything to lose*; and that *the Defendant had everything to gain*, by the proposed arrangement with the Government.

The Plaintiff, owing to the lapse of time, and his entire devotion to the interests of this Enterprise, had, to a great extent, severed his professional engagements, and business relations, in the United States; and he was therefore chiefly dependent upon the salary which he received from the Railway Company, for the support of himself and family; which salary would be quite sure to be discontinued, and his services dispensed with, (as in fact they have been) in case the road came under the control of the Government, who had its own Engineer. While on the other hand; if the road remained under the control of the Railway Company; and the parties were brought forward who stood ready to complete the road under the original contract, the Plaintiff's salary as Consulting Engineer, would not only be secured to him; but also any additional advantages which might accrue to him under his previous agreement with the Defendant.