

way Company, at the time, must have rendered such services, if they were rendered, in behalf of the said Company, *and not for the Defendant* ; Also, that, by reason of the Plaintiff's holding such office under the Railway Company, he was *disqualified and prevented* from rendering the Defendant any services in connection with said Railway ; Also, *that by fraud and pretence*, the Plaintiff has already received from the Defendant certain sums of money, which should be allowed as an off-set to the Plaintiff's claim.

The Defendant having, as before stated, admitted the execution and genuineness of the Agreement, upon which this action is based ; Also the fact, that the arrangement with the Provincial Government, therein referred to was closed on the 24th December 1875. And the Defendant having also admitted, that during the negotiations which resulted in said arrangement, or contract, he, the Defendant, had communication, on several occasions, with the Plaintiff, as "*General Consulting Engineer*," (*See admissions by Defendant, clause 5,*) in relation thereto ; it therefore appears that *the only real questions at issue* between the parties, are the following :

1st. Was the legal *Status* of the respective parties to this suit, in their relations to and with each other, on the 18th day of August 1875, such as to *justify the Plaintiff* in rendering the "*Extra Services*," mentioned in the Agreement of that date, which forms the basis of the present action ; and also such as to *justify the Defendant* in signing said Agreement, and thereby placing himself under obligations to pay to the Plaintiff a specific consideration for the performance of such "*Extra Services* ? "