

the Agreement, would undoubtedly have been adopted by the parties, instead of the form which was actually and necessarily adopted in the Agreement, by reason of the uncertainty as to the time when the arrangement between the Defendant and the Government, therein referred to, would be closed.

It is therefore respectfully submitted, that *Prima facie*, and in view of the above facts and considerations alone, the legality of the Plaintiff's claim against the Defendant, under the said Agreement of 18th August 1875, is clearly established.

*The questions at issue, and the Testimony.*

A careful analysis of the Plaintiff's Declaration, and the Defendant's Answer in this case, will show, that the Plaintiff distinctly alleges, that the "*Extra Services*," named and referred to in said Agreement, are the services which he, the Plaintiff, in his capacity of "*General Consulting Engineer*," rendered to the Defendant, in connection with the negotiations which resulted in a contract between the Defendant, and the Provincial Government, for the construction of the North Shore Railway, upon the basis of a cash consideration. And also, that it is entirely "*in consideration for these extra services*" that the Defendant is indebted to him, the Plaintiff, for the amount named in said Agreement.

It will also be seen, that the Defendant denies that the Plaintiff rendered any such services; but alleges on the contrary, that the Plaintiff endeavoured to defeat the object of said negotiations. The Defendant also alleges, that the Plaintiff, being the salaried officer of the North Shore Rail-