

If there had been the least foundation for the allegations contained in the Defendant's Answer; to the effect, that the Plaintiff's services were performed *in behalf of the Railway Company, and not for the Defendant*; or, that he had *acted adversely to the Defendant's interests*; or, that he had used, *fraud and deceit*, in obtaining the above payments from the Defendant; a sufficient time had certainly elapsed, previous to said payments, and the commencement of this suit, to have enabled the Defendant to make good these allegations; but it appears that no evidence whatever has been adduced by him, in relation to these matters; and they therefore necessarily fall to the ground, at least so far as this suit is concerned.

In view, therefore, of all the foregoing facts and circumstances connected with the case, it appears quite evident that the Plaintiff, in good faith, performed, not only the *Extra services*, referred to in the said Agreement of August 18, 1875, in consideration for which, the Defendant agreed to make certain payments, as therein specified;— but that the Plaintiff also performed *other important services*, in connection therewith, which enured greatly to the profit and advantage of the Defendant.

3d. *As to the payments already made.*

The Defendant, in his Answer, alleges that he, the Defendant, paid the sum of two hundred dollars to J. G. Colston, Esq., Advocate, at the request and upon the written order of the Plaintiff.

He also alleges, that the Plaintiff, *through fraud and deceit*, obtained from him his, the Defendant's, two negotiable notes for the sum of twelve hundred dollars each;