

It is therefore quite clear, from the premises, that whatever action the Plaintiff might conclude to take, in respect of the negotiations in question, must of necessity be entirely outside of, and disconnected from the duties and services pertaining to his official position as the Consulting Engineer of the Railway Company ; and consequently that such services, if rendered in behalf of either of the parties to the negotiations in question, would very properly be regarded as "*Extra Services.*"

It has been shown in the preceding remarks upon the "*Equity of the case,*" " that the Plaintiff had everything to lose ; and that the Defendant had everything to gain by the proposed arrangement with the Government ;" for the reason that, by its consummation, the Plaintiff would be quite sure to be deprived of his salary of \$5,000 per year, as the Consulting Engineer of the Company, during the three years that would probably be required to complete the Railway ; while, on the other hand, the Defendant would not only be released from the further payment of this salary, and repaid for all his past expenditures under his original contract ; but he would also secure the prospect of large future profits in connection with his proposed contract with the Provincial Government.

The Plaintiff had been the Acting Chief Engineer of the Railway, during several years previous to May 1st 1875 ; and had, during that time, acquired a thorough knowledge of the details and cost of the different works ; which knowledge, although it had been acquired previously to the time of the negotiations in question, *and not in the Plaintiff's Capacity of Consulting Engineer,* was likely to prove of very great service to the Defendant, in facilitating his negotiations with the Government.