

*with the Provincial Government of Quebec, by which the Government either takes the North Shore Railway contract off my (the Defendant's) hands; or pays me (the Defendant) a cash consideration for performing the Contract."*

The Agreement in question does not state, or even intimate, whether the "*Extra Services*," therein referred to, had already been rendered by the Plaintiff; or whether it was expected that he would render these services, subsequent to the date of the Agreement; or even whether these services had any relation to, or connection with the "closing of the arrangement with the Provincial Government" therein referred to; neither does the Agreement impose any condition, restriction, or other obligation whatsoever upon the Plaintiff, either in relation to the said "*Arrangement with the Government*;" or in relation to the payment of the amount therein specified, and agreed to be paid by the Defendant.

The term: "*In consideration for your Extra Services, I hereby agree*," as used in the Agreement in question, is exactly synonymous with the term: "*For value received, I promise to pay*," as ordinarily used in promissory notes. And it therefore appears quite evident that, if the "arrangement with the Government," referred to in the Agreement, had been consummated by the Defendant, either previous to, or at the date of the Agreement; or, if the date or time of closing the said "*Arrangement with the Government*" could have been definitely foreseen and determined by the parties, at the date of the Agreement; then, and in either of these events, the usual form of *promissory notes*, signed by the Defendant, and made payable at the dates, and for the respective amounts indicated in