

Company ever called upon, or required the Plaintiff to render any service, or to take any part in connection with the negotiations between the Defendant and the Government; or, that either the Defendant or the Government ever requested the Railway Company to require the Plaintiff to furnish any information, or to render any service in connection therewith. On the contrary, *it does appear* from the evidence, that, "after the 11th August, 1875, the Railway Company took no step or action whatever with respect to the construction of the Road." (*See Plaintiff's evidence in rebuttal, clause 6.*)

Such having been the Professional, and consequently the *Legal Status* of the Plaintiff, in his official relations with the Railway Company, at the date of the Agreement in question; therefore, in the absence of any request or instructions from the Railway Company, respecting the pending negotiations between the Defendant and the Provincial Government; and with a full knowledge of the fact that the Company had no interest, and was taking no part whatever in these negotiations, it appears quite evident that the Plaintiff was at full liberty, either to remain entirely passive and neutral in respect of these negotiations; or to take such action in relation to them as would be best calculated to promote his own interests; particularly so long as such action could by no possibility prove contrary to the wishes, or derogatory to the interests of the Railway Company, whose wishes and interests alone, either in this or any other matter connected with the Railway, he was justly bound to look after and protect, so long as he remained the Consulting Engineer of the Railway Company.