

## LEGAL ASPECT OF THE CASE.

The Defendant has admitted, that he signed the Agreement, dated 18th August 1875, upon which this action is based ; and also, that the "*Arrangement with the Provincial Government of Quebec*," which is referred to in, and made a condition of said Agreement, was duly closed on 24th December 1875. (*See admissions by Defendant, clauses 3, 4, and 6.*)

In remarking upon the *legal aspect of the case*, it is therefore proposed, in the first instance, to consider more especially, *the precise language and terms of the Agreement in question*: and afterwards to consider *the questions at issue*, between the parties, in relation thereto, in connection with the testimony which has been adduced in the case.

### *The language and terms of the Agreement.*

Referring particularly to the full copy of the Agreement in question, as given on a previous page, it would certainly appear, that, if the precise language and terms thereof are intended, by the parties thereto, to mean anything, they amount to a full and unqualified admission, on the part of the Defendant ; 1st. That he, the Defendant, was indebted to the Plaintiff, "*in consideration for his (the Plaintiff's) Extra Services*," in the sum of "*fifteen thousand dollars*;" and 2nd, That he, the Defendant, agrees to pay this amount to the Plaintiff, in such instalments, and at such times as are specified in said Agreement, *upon the sole condition* that he, the Defendant, "*closes an arrangement*