

*single allegation* contained in the Defendant's Answer, is sustained by the evidence, except the one which charges the Plaintiff with having been the "*Salaried Officer* of the North Shore Railway Company," which fact is freely admitted by the Plaintiff; and must have been well known to the Defendant, both at the time of signing the Agreement in question, and during all the time when he was receiving the full benefits of the arrangement therein provided for.

7th. That the Defendant, having alleged, that the Plaintiff *acted adversely to, and opposed the Defendant's interests, wishes, and desires in the matter*; and also that the Plaintiff obtained the Defendant's *money and notes by means of deceit, pretence, and concealment*; and having *offered no proof, and produced no evidence* in support of these allegations against the honesty and good name of the Plaintiff, has not only virtually admitted the untruthful and fictitious nature of his entire defence in this case; but he has also shown a degree of *malice* towards the Plaintiff; as well as a *disregard* for his own legal obligations, which deserve the *censure* of the Court.

It is therefore respectfully submitted, in conclusion, that in view of all the facts and considerations connected with the case, the Plaintiff is both *equitably* and *legally* entitled to a judgment against the Defendant, for the sum of five thousand dollars, with interest and costs.

TASCHEREAU AND FORTIER,

Attorneys for Plaintiff.

R. ALLEYN,

Counsel.

Quebec, December, 7th 1876.