

provision, with reference to the same matter, which was subsequently embodied in the contract, in clause 2, at page 115, of Plaintiff's Exhibit "O." (*See Plaintiff's Evidence in rebuttal, clause 13.*)

Also, that two important provisions, which were contained in the original draft of said contract, and which would have been very detrimental to the Defendant's interests, were recommended to be stricken out, by the Plaintiff; and were so stricken out, and not embodied in the contract, as finally executed. (*See Plaintiff's Exhibit "T." clauses 4 and 12, and compare with Existing Contract.*)

It also appears that said contract was ready, about the last days of August, 1875; but that *owing solely to the delay of the Government*, it was not signed until the following 24th of September. (*See Admissions by Defendant, clause 17.*)

It also appears, that previous to the signing of the said contract by the Defendant, (to wit on the 23rd of September, 1875) the Plaintiff, by letter, called the particular attention of the Defendant to the absence of a most important provision in said contract; which omission was duly provided for "*at the last moment*" before the execution of the contract, when a "*cash consideration* was substituted by the Government, in lieu of the \$125,000 subscribed by the Municipalities;" referred to in the said letter. (*See Admissions by Defendant, clauses 9 and 19; also Plaintiff's Exhibit at Enquete "A."*)

It also appears that, several months subsequent to the negotiations, and the execution of the contract between the Defendant and the Provincial Government, and also of the approval of said contract by the Provincial Legis-