

execution of the negotiations which ended in the Contract. (See testimony of Hon. J. G. Robertson, late Provincial Treasurer.)

When all the facts and circumstances above referred to, and connected with the case, are duly considered, it is respectfully submitted, that the consideration mentioned in the above Agreement, provides for no more than a fair and equitable compensation to the Plaintiff, for the *position which he sacrificed*, and the "*extra services*" which he rendered in connection with these negotiations; while, at the same time, the amount named in the Agreement, was not only a direct charge and obligation upon the Defendant, under his former contract with the Railway Company, from the payment of which he would, in all probability, be released if his present Agreement with the Plaintiff should become effective; but it bears no comparison to the other, and for greater benefits and advantages which were then expected to be, and were actually derived by the Defendant, by reason of his subsequent contract with the Provincial Government; all of which were the direct results of said Agreement. And, therefore it appears that the *Equity of the Case* is clearly in favor of the Plaintiff.

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