

CONCLUSION.

It appears, from the foregoing review of the case, that the following facts in relation thereto, have been clearly established :

1st. That the *Equity of the case* is clearly in favor of the Plaintiff.

2nd. That, by the *language and terms* of the Agreement of August 18th 1875, the *Legal aspect of the case* is *prima facie* in favor of the Plaintiff.

3rd. That the *legal status* of the Plaintiff, in his relations to and with the Railway Company, and the Defendant, were such as to justify him fully in rendering the "*Extra services*" referred to in said Agreement, and in receiving a *specific consideration* therefor.

4th. That these *Extra Services* were not only promptly, and in good faith, performed by the Plaintiff, in behalf of the Defendant; but he also performed other services in connection therewith, which enured greatly to the profit and advantage of the Defendant.

5th. That the *payments* alleged to have been made by the Defendant to the Plaintiff, do not appear to have been intended by the Defendant, nor acknowledged by the Plaintiff, as applying to the consideration specified in the Agreement of August 18th 1875. And therefore these payments cannot justly be regarded as a legal set-off in this action.

6th. That *every allegation* contained in the Plaintiff's Declaration, has been *fully corroborated* by the admissions of the Defendant, and the testimony in the case; while *not a*