County Court—Judge May.

The case of Wm. T. Casgrain and Leon Soulerin vs. Alexander Easton was taken up for trial. J. R. Brigham and O. H. Waldo for plaintiffs, and Jas. G. Jenkins and A. R. R. Butler for the defendant. This is an action to recover $694, with interest from the first of February 1870, as a balance alleged to be due for services performed by the plaintiffs for the defendant upon two occasions. The plaintiffs allege they made a contract with the defendant to survey between Lake Pewaukee and this city for levels, etc., for water works, for fifteen dollars a day; and that they were employed ten days under this arrangement, and that subsequently the defendant required them to make plans, maps, calculations, etc., in relation to the same work, and that a fair compensation for this last

work was $650. They admit the payment of one hundred and six dollars upon the work. The defendant alleges that he made a contract with the plaintiffs to make a survey between Lake Pewaukee and Milwaukee for fifteen dollars a day for the time occupied; that he has paid them for work about one hundred and twenty-five dollars, and he is willing to pay any more on that contract if it is due. He alleges that some time subsequent to this, he made an arrangement with Mr. Soulerin, one of the plaintiffs, by which he was to do certain work, make certain plans, draw certain maps, make specifications, etc., in relation to the water-works scheme between Lake Pewaukee and this city, and that, in consideration for such work, the defendant was to use his influence to get Soulerin appointed Chief Engineer of the Company, if it was organized, and he would then get a fair compensation for the work allowed to him by the company; but in the event no company was organized, then Soulerin was to have no coupensation; and that, as no company was organized, Mr. Soulerin is entitled to no compensation.

The testimony was not quite closed at the time of adjournment.