

to find the necessary financial assistance to tide them over their difficulties and prevent their bankruptcy, and an agreement was entered into dated the 24th day of December, 1907, between Plaintiff and Defendants, L. J. Tarte and Eugene Tarte, and La Patrie Publishing Company, wherein it was set up that unless the defendants procured further financial assistance for said Company it would be obliged to abandon its property to the Trustees for the bondholders, and Defendants and the Company would thereby suffer a certain loss and damage.

As set out in the schedule attached to the said agreement and therein referred to, Defendants were at that time, indebted to nearly three hundred (300) creditors in an aggregate amount exceeding \$450,000, including \$119,000 of outstanding bonds.

Pursuant to the said agreement and in accordance with Plaintiff's desire to save Defendants from insolvency, Plaintiff exercised all his weight and influence to effect settlements with Defendants' creditors, and in response to Plaintiff's enquiry as to whether Defendants were satisfied with the efforts which were being made and desired to continue the said agreement, Defendants, L. J. Tarte and Eugene Tarte, wrote Plaintiff on the 17th day of January, 1908, in the following terms:—

“January 17th, 1908.

“Hugh Graham, Esq.,  
“Montreal.

“Dear Sir:—

“In answer to your repeated questions as to whether we are still of the opinion that the provisions of the agreement of the 24th December last, and continued from time to time, are the best that can be procured or devised for the saving of our papers from ruin, and ourselves from insolvency, we are more than ever in favor of the consummation of that agreement. You have shown that you are the only man of all those whom we have asked to help us who has proposed anything of a practical nature. Your kindness to us in the interim in helping us to keep out of bankruptcy, without any consideration for yourself, prompts us to say, that, should the agreement go into effect it will be our constant aim to do everything in our power to improve the business. You and your friends may depend absolutely on the good faith of all statements regarding the business filed with the agreement and we will keep faith in every particular. Your wishes will be respected in all matters, knowing, as we do, that your desire is to help us to save the property.

“Yours truly,

(Signed) “L. J. TARTE.”  
“EUGENE TARTE.”

On the 27th January, 1908, Defendants wrote Plaintiff certifying that Plaintiff's undertakings had been fully performed, and that the