

COURT OF REVIEW.

Delay for payment—Burden of proof—Admission—
Lack of consideration.

MONTREAL, May 22nd, 1914.

ARCHIBALD, MERCIER, BEAUDIN, JJ.

THE COMMERCIAL PLATE GLASS ASSRANCE COMPANY
v. ROBILLARD.

10. The admission of a plaintiff that he gave delay for payment of a debt, but conditionally only, cannot be divided.

2. The promise made, without any consideration, of delay to be granted, is not binding upon the party who made it.

No 439.—Code civil, article 1243.

Archibald, J.:—The plaintiff sues for \$174.81 for premiums of insurance. After action brought, the defendant came to the plaintiff and begged for a delay for payment and offered his note at two months. The plaintiff agreed to grant that delay and the defendant was to come the next day and bring his note.

The defendant pleads to the action that he had obtained the delay in question and that the action was accordingly premature or that the continuation of the action after the delay was illegal.

The plaintiff answers the plea by stating that it was true that it agreed to give a delay of two months, but that that agreement was upon the representation of the defen-