

judgment intimated that he had conferred with several of his colleagues (ment oning Jetté, Bourgeois and Mathieu, JJ.), and that they agreed with this construction of art. 558.

SUPREME COURT OF PENNSYLVANIA.

April 26, 1886.

BENTLEY V. LAMB.

Contract — Consideration — Moral obligation — Express promise.

A. gave to B., who had been employed by him for a number of years as sales-woman, a due-bill for \$3,000, payable within one year after his death, and stating that it was for additional compensation for services rendered. A. died, and his executors, on suit being brought on the due-bill, set up want of consideration. A previous writing, also signed by the decedent, is in evidence, in which he recites that the plaintiff had been in his employment for twenty-three years as sales-lady; that she had been faithful in the discharge of her duty; and that he wished to give her additional compensation for her services; and in consideration of these facts he agrees that he will give her a due-bill for \$3,000 to be paid by his executors within one year after his death. The decedent lived upward of two months after this paper was executed, and the plaintiff continued to render him service to the time of his death.

PER CURIAM. The due-bill was on a sufficient consideration. The writing not only recognizes, but declares that the due-bill shall be given as compensation for services rendered, additional compensation, it is true, but compensation nevertheless. To what it was additional we do not know. Whether it was additional to full or only partial compensation previously paid, is only a matter of conjecture. There is no inference of law that the previous compensation was in full, and the inference of fact would rather be that it was partial only, simply because the decedent himself so treats and declares it. Such a declaration is certainly some evidence that that was an obligation which the decedent regarded as binding upon him; and in consideration of his own sense of duty in the circumstances, no matter how it arose, he contracted with the plaintiff that he would give

her a due-bill for the amount stated. In execution of this contract he did give her the due-bill in question upon which this suit is founded. If it be granted that the agreement to give the due-bill imposed no legal obligation, how can it be denied that it created at least a moral obligation to do so? The duty to perform a positive promise which is not contrary to law or to public policy, or obtained by fraud, imposition, undue influence, or mistake, is certainly an obligation in morals, and if so it is a sufficient consideration for an express promise. But in the due-bill the recital of the consideration of actual services rendered is repeated, and it is some proof that the services had been rendered, and had not been fully compensated. The decedent himself so admits and asserts, and it would be an unjust assumption in the law to infer the contrary in the face of such testimony. These features in the present case constitute a wide difference between it and the case cited for the plaintiff in error, in which it was either proved or properly assumed that the past consideration was entirely executed. Here there is, in the first place, a written agreement to give the due-bill, and the actual execution and delivery of the due-bill in performance of that agreement. There is in addition the undisputed declaration of the promise, or that both the agreement and due-bill were given as compensation for long and faithful services actually rendered by the plaintiff, and no distinct proof that those services had been fully paid for. In such circumstances we cannot say there was no evidence of any obligation, legal or moral, to give the due-bill in question; and such being the case, there being nothing else to impeach the right of recovery, the court below was right in directing a verdict for the plaintiff.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, June 26.

Judicial Abandonments.

Jacques Beaudoin, trader, St. Luc, June 18.

Curators Appointed.

Re Francois Allard.—A. A. Taillon, Sorel, curator, June 21.

Re William Burns, Rawdon, district of Joliette.—W. A. Caldwell, Montreal, curator, June 17.