

lature, (to wit, during the months of February, April and May 1875,) the Defendant, without protest, or notice to the Plaintiff of his objection thereto, made certain promises and payments to the Plaintiff, on account, (as alleged by the Defendant, in his Answer in this cause) of the consideration named and provided for in said Agreement, of August 18th 1875; which promises and payments, were accompanied by written and verbal assurances, on the part of the Defendant, that further payments would be made on account thereof, at some future day; to wit: that, *near the Montreal Bank, last February, the Defendant stated verbally to the Plaintiff, that he intended to call on Plaintiff, and give him a sum of money, in consideration of the agreement made with the Plaintiff. (See admissions by Defendant, clause 20.)* Also, that on April 17th 1875, the Defendant wrote to Plaintiff, as follows: "*I will call and see you without fail tomorrow.*" Also, that on May 1st 1875, he wrote to Plaintiff again, as follows: "*I was unable to finish your matter today; but will not fail to do so on Wednesday, on my return. I would have sent you the notes, but thought it no use without the cash.*" Also, that on May 4th 1875, he wrote to Plaintiff again, as follows: "*I enclose you two notes for twelve and fifty dollars each, at three and four months, which is all I can do at present at least for a few days, until I get some money.*" (See Plaintiff's Exhibits of said letters.) Thereby admitting, within one month before the commencement of this suit, and several months after the consummation of the arrangement with the Provincial Government, referred to in said Agreement, not only the Defendant's high appreciation of the services rendered by the Plaintiff; but also his obligation to pay to the Plaintiff, the full amount of the consideration specified in said Agreement.