

to Legault. Legault never went near the Bank, but went to one Wilfrid Bessette, with whom he was more or less intimately connected in business transactions, and offered the note to him, Bessette. Bessette had previously endorsed notes for the accommodation of Legault. He was jointly interested with him in certain land holdings. There was at that time a note for \$900 held by the firm of "Garand & Terroux", signed by Legault and endorsed by Bessette, and this note was maturing on the 25th of May 1913, four days after the date of the appellant's note.

Sometime previous Legault wishing to obtain a sum of money from the firm of "Cinq-Mars & Cherrier", obtained the endorsement of Bessette upon his note for \$800, and discounted that note with the above mentioned firm, and that note bearing Bessette's endorsement was then current and held by "Cinq-Mars & Cherrier."

When Legault presented the note sued upon to Bessette, Bessette said to him: "I will take this note. I will undertake to pay the note for \$900 maturing on the 25th of this month, and I will further undertake to pay and retire, to your exoneration, the note for \$800, coming due at a later date and held by Cinq-Mars & Cherrier, and I will give you \$300", and he did give to Legault \$300, and he did subsequently pay the note of \$900 and the note of \$800, and for these reasons, and under these circumstances, Bessette asserts the right of the plaintiff-respondent, his prête-nom, to collect from the appellant the amount of the note.

Examined as a witness, Bessette relates these facts, and he further states, that he did not see the words "en renouvellement" upon the note, and adds that if he had seen them he would have done exactly what he did do, and he gives the reason that the words "en renouvelle-