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ppellant humwhich he has be time when I look to the uc of the note, to professes to never saw the ude between which I have "mentioned in my examination in chief took place shortly after the hargain I have spoken of. I was not shewn the said note hy either party, and I did "not know what were the terms or the conditions of the said note, nor even who was the maker of the said note." The pretended agreement attempted to be proved was subsequent to the endorsing of the note, and is not pleaded by the Respondent, being entirely different from that referred to in the Respondent's second plea. No evidence whatever is adduced to show that, at the time of the transfer of the note, it was understood to be sold for less than its full value, and the evidence of the Appellant proves conclusively that such was not the case.

The Appellant humbly maintains that the judgment appealed from is contrary to law and is not supported by the evidence illegally admitted, and he confidently looks for its reversal by this Honorable Court.

T. W. RITCHIE, G. H. BORLASE,

For Appellant.

Montreal, August, 1859.