

mentioned in my examination in chief *took place shortly after the bargain* I
“ have spoken of. I was not shewn the said note by 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 Respon-
dent'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 con-
trary 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.