

the said note for a purpose other than that for which it was given;

"Considering that the negotiability of the said note was restricted by the words placed upon it by the appellant, and the said Wilfrid Bessette was bound to take cognizance of such restricting words and took the note subject to said restriction and did not become a holder in due course entitling him to sue upon and recover the amount thereof;

"Considering moreover, the business relationship which existed, as shown by the proof between the said Wilfrid Bessette and the said Z. Legault;

"Considering there was error in the said judgment maintaining the plaintiff-respondent's action; doth cancel and annul the said judgment; and proceeding to render the judgment which should have been rendered; doth dismiss the plaintiff-respondent's action, with costs in both Courts.

**DESCARRIES, défendeur-appelant v. THE TRUST
AND LOAN COMPANY OF CANADA,
demanderesse-intimée.**

**Exécution provisoire—Appel—C. proc. art. 594, 595,
599, 651.**

L'exécution provisoire ne peut être ordonnée que dans les cas spéciaux déterminés dans l'article 599, C. proc.

MM. les juges Lamothe, juge en chef, Carroll, Pelletier, Martin et Greenshields.—Cour du banc du roi.—Nos 2337-435.—Montréal, 16 février 1920.—Descarries et Décaries, avocats de l'appelant.—Kavanaugh, Lajoie et Lacoste, avocats de l'intimée.