any evidence binds the endorser to a third party in good faith. I readily admit that the endorsation is presumed, in absence of evidence, to follow and not precede the signature of the endorser. This presumption would be complete in the present case if the endorser had obtained the discount, but it is very slight where the endorsation is for credit as in this case. (See evidence of Paquin, p. 11 appellant's factum, line 21.) I think that there being a visible alteration on the face of the bill, it was for the appellant, before taking it from the drawer, to enquire how this apparent alteration occurred, and whether with the consent of the endorser or not. By not doing so the Bank is open to the reproach of negligence, and therefore the Bank cannot claim any exceptional favor on the ground of good faith. The appellant, therefore, was under the necessity of showing, when challenged, that the bill, visibly altered, and the alteration in no way authenticated, had been altered either before the signature of the party not producing it or with his consent. The appellant has not done so. Taylor on Ev., Nos. 1616, 1624, 1626. I should attach little or no importance to Charland's testimony uncorroborated, for he joined in the fraud of altering the bill after signature, if it was contradicted. But it is not and I don't think it was necessary.

Judgment confirmed.

Trudel, DeMontigny & Charbonneau, for Appellant.

Adolphe Germain, Counsel.

L. A. McConville and *Loranger & Co.* for Respondent.

COURT OF QUEEN'S BENCH.

MONTREAL, Nov. 24, 1880.

SIR A. A. DORION, C. J., MONK, RAMSAY, CROSS, BABY, JJ.

MARTIN (plff. below), Appellant, and POULIN (deft. below), Respondent.

Composition—Secret payment of amount in excess of composition rate—Endorser.

Held, that the endorser of composition notes is not discharged from liability thereon by the mere fact that the compounding creditors have secretly stipulated with the debtor that he shall pay them an amount in excess of the composition rate, as the condition of their consent to the composition; and especially where the endorser, as the consideration of his endorsement, obtained a transfer of the insolvent's entire stock-in-trade and assets which he still retained when sued on the composition notes. But the endorser is entitled to a deduction of all sums that the creditor has received in excess of the composition notes.

The appeal was from a judgment of the Superior Court, Montreal, Papineau, J., Dec. 19, 1877, dismissing the appellant's action.

The appellant sued on two promissory notes amounting to $2,418.68, secured by obligation and hypothec of date, April 27, 1876.

The plea set up that the notes were signed by the defendant (respondent) under a deed of April 27, 1876, which deed was executed to secure to plaintiff payment of two composition notes of one Massé, endorsed by defendant, also, of a note for $500 signed by Massé and endorsed by defendant; and, lastly, of a note for $100 signed by Massé alone. The circumstances under which these notes were made were alleged to be as follows :—

In May, 1875, Massé was in business at Richelieu, in the district of St. Hyacinthe. Being then insolvent, he asked appellant, a creditor, to aid him in obtaining his creditors' consent to a composition. The appellant consented, on condition that Massé would give him a mortgage for $5,374.11, pay him a bonus of $600, and hand over to him a lot of hats and a sewing machine, valued at $250. On these terms, the appellant agreed to sign an agreement of composition at 50 cents in the dollar, and to help him to obtain the signature and consent of his other creditors. Massé accepted the terms and gave a mortgage accordingly, bearing date, May 20, 1875. The other creditors accepted the composition, but Massé was obliged to promise some of them a bonus and to give them his personal notes for the remaining 50 cents in order to obtain their signatures. The composition agreement, of date July 27, 1875, was in these terms :—

" Nous soussignés, créanciers de H. E. Massé, marchand du village de Richelieu, acceptons 50 centins dans la piastre pour le montant de nos dettes respectives, payables en paiements égaux, à 4, 8 et 12 mois, avec endosseur à notre approbation, et lui donnons en conséquence une décharge générale et finale pour la balance."

The appellant signed for the amount of his obligation, $5,377.11, "Sans préjudice à une