as a proposition which must be subject to the observance of the rule against making verbal evidence to vary or contradict a written contract. Section 41 of the Act in the words "until the contrary is proved" obviously contemplates the making of proof in negation of a valid or unconditional delivery, but it should be proof made in compliance with the rules of law.

"I regard the decision of this Court in *Chamberlain vs Ball* 5 *J.* 88 as authoritative and observe that it was followed in *Letellier vs Cantin* (1897), 11 *S. C.* 64.

"The same view also appears to prevail elsewhere:

Smith vs Squires, 13 *Man.* 360; *Emerson vs Erwin,* 10 *B. C. R.,* 101.

"The conclusion above indicated may appear to be in some respect in disagreement with what was decided in *Macdonald vs Whitfield* (1893), 8 *A. C.,* 733; 6 *L. N.,* 278 in which the head-note reads thus: "Where several per-"sons mutually agree to give their endorsements on a bill "or note as co-securities for the holder who wishes to "discount it, they are entitled and liable to equal con-"tribution "inter se", irrespective of the order of their "endorsements." That view involved a reversal of the judgment of this Court which had held that the facts proved did not warrant the conclusion that there had been any agreement that the ordinary rule of liability of a prior endorser to a subsequent endorser had been departed from and that, instead, the agreement between the endorsers was one for joint contribution. It was held that the directors (endorsers) had entered into an agreement that they would jointly guarantee the discounting bank repayment of its advances and that in carrying out that agreement they adopted the medium of a promissory note on which they became endorsers. The plaintiff in war-