vency and the maker of the note were really only an accommodation maker, he or his insolvent estate would, on the bill being paid, either by the maker direct or by the dividends, (*i.e.*: say 11s from maker's estate and 10s from the endorsers) be entitled to recover from the estate of the endorser, all further dividends coming from the endorser's estate, assuming that it was not exhausted by the payment of the 10s dividend.

On the facts stated it was Kerr, Brown & McKenzie's duty, as between them and the Bank of Montreal, to have paid the note in full when due, in discharge of their liability as endorsers, and as between Kerr, Brown & McKenzie and Brown, Gillespie & Co., it was Kerr, Brown & McKenzie's duty to have paid half of the note, if therefore Kerr, Brown & McKenzie kept their agreement either with the Bank or Brown Gillespie & Co., no difficulty could have arisen, but if in violation of their agreement and with a view to procure the Bank of Montreal to rank for their benefit for $10,155 in full, Kerr, Brown & McKenzie in pursuance of this plan with the consent and agreement of the Bank of Montreal deliberately abstained from paying either the whole or half of the note but lodged collaterals for it with the understanding and intention on their part, and that of the Bank, that the Bank of Montreal should in the interest of Kerr, Brown & McKenzie, rank for the full amount of the $10,155 note. I think it would be fairly open to contend that the Bank of Montreal were not the bona-fide holders of the note, and that they could stand in no better position than Kerr, Brown & McKenzie, and I think such would be the decision of the courts.