terms to signify that intention, the rule being that a blank indorsement supposes that there are no such terms employed, and that he is liable either as promisor or guarantor. . . . But if any one not the payee of a negotiable note, or, in the case of a note not negotiable, if any party writes his name on the back of the note, at or sufficiently near the time it is made, his signature binds him in the same way as if it was written on the face of the note, and below that of the maker; that is to say, he is held as a joint-maker, or as a joint and several maker, according to the form of the note." And the circuit courts will follow this construction, holding that for them the question is one of general commercial law, and that the decisions of the State courts, though entitled to the highest respect, are not to be followed as authorities unless agreeing with the decision above quoted, which case is regarded as conclusively settling the doctrine for the federal courts. The anomalous state of affairs which will follow upon this course is apparent at a glance. For example, a citizen of New York, who indorses a note in this way, will be an indorser when brought into the courts of that State, but an original promisor if he can be sued in the circuit court. Or, supposing him to have had no notice of non-payment, he will be liable in the federal courts, but not in the courts of his own State. However, since the supreme court has adopted a definite rule of construction, it is evidently better that those courts over which it has an appellate jurisdiction should follow the same rule than that they should conform to the practice of the particular State where they happen to be sitting.

The second view is, that a third party indorsing a note in blank before delivery to the payee enters into the original contract of the maker of the note as a co-maker, but in the character of surety or guarantor. And this opinion obtains principally in Louisiana, Texas and Arkansas. It is founded upon the theory that the place of signature, and the general import of the note indicate an intention to become responsible as surety for the maker, while, for the reasons already given, the person so signing cannot properly be regarded as an indorser. But here, also, it is generally held that evidence is admissible to show that a different obligation was designed to be assumed.

The third view is the one maintained in Illinois, Kansas, California and Connecticut; that the person so signing assumes the responsibility of a guarantor pure and simple; that his liability is only secondary, and cannot be fixed except by proof that the remedies against the maker have been exhausted; but that he is not generally entitled to notice unless injury be shown to have resulted from the want of it. This doctrine is supported in several important cases. But again we find the courts permitting him to rebut the presumption that he put his name on the note as guarantor, by showing the true character of his obligation.

Finally, the doctrine entertained in New York, Pennsylvania, Wisconsin, and in a few cases elsewhere, is as follows: Taking the note as it stands, and without any extrinsic proof of the intention of the parties, the person who indorses in blank before delivery to the payee is to be regarded as a second indorser. In this capacity he is not liable to the payee at all; nor is he liable to any subsequent holder for value, unless the payee complies with the implied condition of his signature by writing his own name above that of the blank indorser, and thus assuming the place and responsibilities of a first indorser. But parol evidence is admissible to show that the object designed to be attained by the addition of the stranger's indorsement was to give the note faith and credit, and render it acceptable to the payee; and this may also be shown by the stranger's express acknowledgment of that fact to the payee. With this extrinsic light upon the contract, he will assume the position of first indorser, the payee being second. Thus, he becomes liable to the payee (but only upon receiving all the rights of a regular indorser), and also, in like manner, to any subsequent indorsee of the payee. As remarked by Church, C.J.: "As the paper itself furnishes only *prima facie* evidence of this intention, it is competent to rebut the presumption by parol proof that the indorsement was made to give the maker credit with the payee." But it is not competent to show by parol that it was the intention to hold him liable as a joint-maker.

The courts of Indiana, although they hold that the presumptive liability of one signing a note in this irregular fashion is that of an indorser (in harmony with the