surety, and could become such as a party to this note in no other way. I am, therefore, much disposed to think the defendant might be held liable as a maker. My learned brothers, however, are not disposed to take this view of the case, and without authority more express than any I have been able to find I do not feel justified in expressing a dissentient opinion, supported as my learned brothers are, by such weighty authorities, both in England and in our own courts. The intention in fact was to become liable as an indorser; and to hold the defendant liable as a joint maker would not be consistent with that intent."

In a New Brunswick case, even where it was a negotiable note, indorsed by the defendant to give it credit with the payee, it was held on the authority of American cases and of English decisions in which the anomalous indorser of a bill of exchange was held liable to a drawer; that the indorser could be charged as a maker. We shall see presently that even if it be possible to hold the anomalous indorser of a bill chargeable as a drawer it does not follow that the anomalous indorser of a note can be held liable as a maker. The case of *Bell* v. *Moffatt*, 20 N.B. 121, in which this was held was spoken of by Patterson, J., in the Supreme Court of Canada without disrespect, but surely cannot possess much authority. There is more reason for respecting the case of *Piers* v. *Hall*, 18 N.B. 34, where the note was not negotiable, although that case is open to the remark that no one appeared to argue the case of the defendant, who was held liable as the maker of a promissory note, which he signed as an indorser, intending to be security for the borrower to the lender, who were respectively the maker and payee of the note, because he had said while handing the note to the plaintiff that it was a joint note, because if Yeomans (the borrower and maker) did not pay the note when it became due he (the defendant) was bound to do so. Unless it be for the reason that this was a non-negotiable note, it does not seem possible to reconcile it with the case of *Ayr American Plough Company* v. *Wallace*, 21 S.C.C. 256, in which Wallace had agreed to become surety for a debt and wrote his name across the back of a promissory note drawn