the undoubted power to make his personal note and endorse the name of the estate upon it. It was only in the using of the money for his personal affairs that he betrayed his trust. The only knowledge the bank had of this use of the estate moneys was that the amount received by the discount of these notes was charged to Joseph Mélançon's private account. But if the bank was imprudent, as much can be said for the executors, who as far back as 1893 knew that Joseph Mélançon had been unfaithful. Repayment cannot be exacted if the money was paid over with a full knowledge of the circumstances on the debtor's part or if the debtor did not take all necessary means to ascertain whether the thing was owing or not. In the present case the executors not only knew of the state of affairs in 1893 and at that time paid a personal debt of Joseph Mélançon to the respondent, but since then and down to 1900 they have paid on account of Mélançon's notes large sums of money and have renewed such notes a great many times, and one of them in particular as often as 28 times. How can they now come forward and say: "We have paid by error; reimburse us." Appellants' negligence in the matter amounts to fault, and fault deprives them of the right to recover.

"The appellants' action could not be maintained if it were shown that Mélançon acted within the limit of his powers, and if the bank had been in good faith.

"The first point must be answered affirmatively, for the reasons stated.

"On the other point, the personal account of Joseph Mélançon in the bank was known to the other executors and they took steps to examine it. That account was open for seven years without objection on their part and whatever doubts the respondent officers might have had on