

The bank filed against Peter McRae's estate on two promissory notes as follows:—

Ottawa, February 24th, 1896.

"On demand we jointly and severally promise to pay to the order of the Union Bank of Canada at their office in Ottawa, the sum of thirty thousand two hundred and seven $\frac{1}{100}$ dollars for value received.

"(Signed) McRAE BROS. & Co.
"P. McRAE.
"H. McRAE."

"\$30,000.00.

Ottawa, May 1st, 1896.

"On demand we jointly and severally promise to pay to the Union Bank of Canada or order, at their office in Ottawa, the sum of thirty thousand dollars for value received.

"(Signed) F. W. POWELL.
"HECTOR McRAE.
"P. McRAE.
"H. McRAE, } Executors estate late
"P. McRAE, } John Nicholson.
McRAE BROS. & Co."

Certain timber limits, the property of the firm of McRae Bros. & Co., were assigned by them to the bank as collateral security for the payment of certain promissory notes and any renewals or part renewals thereof. The above are renewals, or renewals in part, of such notes.

The learned local Master in the well-considered reasons for his judgment, finds as to a note dated the 29th January, 1892, for \$42,000 (of which one of the above is a part renewal), that it was made in order to raise money from the bank, with which to meet notes originally given for the purchase price of the limits now in question, and to pay current expenses in connection with the lumber business of McRae Bros. & Co.

I do not stop to consider if this is, on the evidence, a proper finding, for, granting that it is so, I think it cannot affect the question arising on this appeal.

Peter McRae, when he individually signed the notes in question as one of the makers thereof, was a member of the firm of McRae Bros. & Co. And it was not questioned that, as to the estate of Peter McRae, the firm of McRae Bros. & Co., were third parties.

There is a deficiency of assets in the estate of Peter McRae to meet the claims of creditors, and the Act respecting the estates of insolvent deceased persons, 59 Vict. ch. 22, sec. 1, subsec. 1, provides: "On the administration of the estate of a deceased person, in case of a deficiency of assets, every creditor in proving his claim shall state whether he holds any security for his claim or any part thereof, and shall give full particulars of the same, and if such security is on the estate of the deceased