A note indorsed by B. and C. for the accommodation of the maker being over due, the maker, to provide funds for taking it up, procured D. to indorse a new note for his accommodation, and on applying to his former indorsers for their signatures, untruly stated that he had sold goods to D., who would be in funds to take up the note at maturity.

Held that D. was entitled to contribution: *McKelvey* v. *Davis*, (1870) 17 Gr. 355.

In *Ianson* v. *Paxton*, (1874) 23 C.P. 439, it was held, by the Court of Error and Appeal, that the successive indorsers of a promissory note, merely on proof that it was made for the accommodation of the maker, are not necessarily to be regarded as co-sureties, and so liable to contribution; but that, in the absence of any agreement to the contrary, the parties, on such proof, may be considered as having entered into a contract of suretyship in the terms which the note and the indorsements are known to create, and that the first indorser, having paid the note, could not recover contribution from the second. The facts were that the plaintiff had for several years been in the habit of indorsing for the accommodation of one Andrew Paul. In 1870 Paul made his note for $3,500, which plaintiff indorsed for his accommodation, and the defendant gave Paul an introduction or recommendation to a bank at which he tried to discount it. The manager refused to do so, but said he would if defendant himself indorsed it. Defendant did so, and it was protested for non-payment. Afterwards Paul, the plaintiff and defendant met at the bank and renewed the note. Before plaintiff and defendant indorsed it, plaintiff raised the question as to the amount of his liability, and insisted that he was liable for only half the amount due upon the first note, and that he should only be liable for one-half of the renewal and the defendant the other. The defendant refused to agree to this, and at last it was agreed that they should indorse "and leave the thing just as it was." The defendant's connection with the first note seems to have arisen entirely from his having called at the bank to recommend the plaintiff's standing, and the manager remarked if his representations were true he would incur no