

fectly clear that B in that case, paying the whole debt, would have no claim of contribution against A.”: *Hartley v. O’Flaherty*, L. & G. temp. Plunk. 217.

The doctrine has been extended to the accommodation parties to bills or notes. Cheeseman drew a bill which Reynolds accepted for his accommodation; Cheeseman’s banker declined to discount the bill without having another name to it, and Cheeseman then applied to Wheeler, who indorsed it at his request. At its maturity Cheeseman could not pay it and Reynolds drew a renewal bill; Cheeseman accepted it and Wheeler indorsed it, and it was held that Reynolds and Wheeler each became surety for the same debt or liability of their principal, and that Reynolds therefore clearly had a right to call upon Wheeler for contribution: *Reynolds v. Wheeler*, (1861) 10 C.B.N.S. 561.

Lawford was indebted to the Gore Bank, who demanded security, and Lawford asked the firm of J. J. and J. Spettigue to indorse his notes for the amount. Subsequently the bank demanded further security, and Clipperton became a second indorser on the renewal notes. Clipperton on the occasion of a further renewal indorsed the notes in blank, and afterwards discovered that they had been made payable to his order, and that the Spettigues indorsed as second indorsers. Thereafter he indorsed the renewals as first indorser. Held, that Clipperton could enforce the right of contribution from the Spettigues, as in the case of other co-sureties: *Clipperton v. Spettiguc*, (1868) 15 Gr. 269.

Cockburn indorsed a note for Grey, the maker. Grey took the note with Cockburn’s name upon it to Johnson, who then indorsed it. Grey told each of them that he was obtaining his name to the note to enable him to borrow some money of Anderson. Held that Johnson must share equally with Cockburn the loss occasioned by the maker’s default: *Cockburn v. Johnston*, (1869) 15 Gr. 577.

English indorsed a note on the express stipulation that he should only be liable on default of Hamilton and Hall, prior parties. Held that he was not liable to contribution: *Mitchell v. English*, (1870) 17 Gr. 303.