

payable to A, or bearer, and by him transferred to the plaintiff, the executors could not set off an account due to them by A, though the note was transferred by A after the testator's death. (a)

Where, in an action by the indorsee, the holder of a promissory note against the maker and indorsers, under the statute, the defences clash, or the facts set up as a defence are not equally adapted as a defence to all the parties, they should plead separately. Therefore a plea by all the defendants that there was no consideration for the making of the note, nor for the respective indorsements, nor either of them, and that the plaintiff holds the note without any consideration or value, is bad. (b)

(a) *Smith v. Nicholson*, 19 Q. B. U. C. 27.

(b) *Hawke v. Sault*, 3 C. P. U. C. 97.