indorsers on, it does le the one defence of be looked

discharges
to each
er and a
ceptor or
an entire
es might
indorsee,
ough the
thich the
n respect

sued in enjoyed claim, or crises out

he maker dant can onnected

he takes
yee may
The set
indorsee

a note

Reps. 230, P. U. C. 299 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 stature, 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)

<sup>(</sup>a) Smith v. Nicholson, 19 Q. B. U. C. 27.
(b) Hawke v. Salt, 3 C. P. U. C. 97.