paper of Jones given in exchange for that of Hancock & Mann. It follows, therefore, that if these trustees could have shown that they had paid all such notes, they would have been entitled to a dividend upon the whole amount of the paper of Hancock & Mann in their possession. But the holders of this paper of Jones now come in and say, here it is, pay us directly the dividends which the trustees would have received if they had paid the notes. We ask the court to substitute us to the rights which would have been vested in these trustees if they or Jones had paid his notes.

The notes of Hancock & Mann held by them, come within the terms of the mortgages, and to secure which they were executed, and the only defect in their title to participate in the fund arises from the fact that the notes of Jones given in exchange have not been paid. But the petitioners produce his notes and thus supply the absent link in the chain of title. If the dividends are not paid to the holders of this paper of Jones, the money must go back to Hancock & Mann, although when they negotiated the paper of Jones, it must be presumed, they received value for it. This would clearly be inequitable, and the only way to avoid it is by resorting to the doctrine of substitution and ordering the dividends to be paid directly to the holders of the paper given by Jones. The objection to this application of the fund arises from the fact, that the notes of Jones do not come within the literal terms of the mortgages, which speak of "notes or bills of exchange made, accepted or endorsed by Hancock & Mann, and by them passed to Dawson & Norwood." But the substantial object of the arrangement was to secure Dawson & Norwood, for responsibilities to be incurred by them upon commercial paper made for the accommodation of the mortgagors, and, I, therefore, think, that it extends to and covers all such paper, for the payment of which Dawson & Norwood became liable, and as the paper of Hancock & Mann, held by the trustees of Jones is of that description, I can see no reason why it should not in equity be regarded as the property of those parties who hold the paper given by Jones in exchange for it. Suppose Jones, instead of giving his own notes in exchange for