properly protect the plaintiff; but in a small matter like this, involving some $250, I cannot see why such utter looseness of proceeding should be tolerated.

If the defence now urged had, in due course, been presented, one trial would have sufficed for its decision. The carelessness of defendant has rendered the first trial useless. All could have been decided as it is now, and I do not see why plaintiffs should not be reimbursed by defendant to the extent of the useless expense they have been put to.

I have not seen any direct decision as to the effect of the creditor in perfect good faith stating that the principal debtor was not in default, or was "ahead" in his accounts, as here stated.

I think we should not add another to the already too numerous methods of defeating a contract like the present.

The position of the treasurer of a municipality is such that individual members of the council may very honestly believe his accounts are quite correct and that he is not in any default, and next day one or more items or transactions may appear shewing that such belief was unfounded.

But it is suggested that even if such mistaken statement may not wholly relieve the surety, yet that there is a *quasi* estoppel on the creditor from afterwards asserting a different state of facts.

The bearing of this argument in the present case would amount to this, that if he must be taken at the time the surety bond was given to have been not in default, all payments subsequently made by him to the plaintiffs must go in discharge of his liability for moneys thereafter received by him as treasurer.

There was no fraud whatever, in the ordinary sense of the term, practised upon him.

Taylor, the reeve, said that when he was asked to become surety, "I satisfied him, as I was satisfied myself, that Jesse was all right in the books. * * He objected. He did not appear to have confidence in him. * * I told him and felt justified in telling him that he could put confi-