

the execution of it. Cases go a long way towards establishing this contention. . . .

[Reference to *Canada West Farmers' Mutual and Stock Ins. Co. v. Merritt*, 20 U. C. R. 444.]

One rule of construction is that words are to be given their natural meaning.

In *Allnutt v. Ashenden*, 5 M. & G. 392, the words, "I hereby guarantee Mr. John Jennings's account with you for wine and spirits to the amount of £100," were held to relate only to existing account, although that account did not amount to £100.

A guarantee may be so worded as to cover past debts, even where a consideration to guarantee such would appear to be wanting, but the language must be clear. Many of such cases to which I was referred were banking cases, where an account existed and was to be continued. There, as might be expected, a guarantee to permit continuation was intended to cover and was held to cover past indebtedness.

I think, in terms, the bond must be held to cover past indebtedness of R. L. Duncombe, so far as that indebtedness was incurred as an agent of plaintiffs under the then existing contract or agreement of agency. The condition is that R. L. Duncombe shall pay over "all money which he now owes or hereafter may owe said company . . . on account of losses or advances made to the said R. L. Duncombe during the continuance of the present agency of the said R. L. Duncombe . . . for the purpose of enlarging the business or otherwise, and whether the same shall have been advanced under the terms of the agency agreement between the said R. L. Duncombe and said company, or any future agreement, or otherwise . . ."

The present agreement of 29th January, 1906—the only agreement as to agency of R. L. Duncombe in force—makes no provision whatever for making loans or advances to R. L. Duncombe. The advances made on and after 29th January, 1906, were probably made because of the existence of the relations between plaintiffs and R. L. Duncombe, but were not made under any terms or stipulations mentioned in that agreement. There is no evidence that the loans or advances were made for the purpose of enlarging the business of R. L. Duncombe, or for such purpose as can be included in the term "or otherwise," applying the *ejusdem generis* rule of con-