$45.00 without feeling any such confidence that they could satisfy unlimited claims which in fact as it turned out amounted to more than $2,000,000. It is not necessary to consider this as a wilful misrepresentation of fact. It is quite sufficient to treat it as an erroneous opinion common to both parties, of such gravity that it might well have deterred the Plaintiff from entering into a contract of suretyship at all. Speaking generally an error of this extent might well be held to avoid the contract of suretyship altogether (St Eq. Jur. S 215 and cases there cited.) However the Plaintiff does not claim to have his contract annulled on the ground of this misrepresentation or mistake nor was the true state of the account known to me at all during the argument. The Plaintiff only prays that his liability may be limited to the making good of the two sums of $20,000 and $25,000 respectively, which I think he really intended to guarantee, under this very grave misconception however.

The Defendants contend that this is not the right construction of the contract of suretyship in this case. They insist that the Plaintiff's contract with them on the 2nd March, 1882, was "Whatever the amount of Adair & Co.'s indebtedness be for advances on last year's pack, I will see that you are paid, and if not I will make up the deficiency, so long as I am not called on to pay more than $20,000 on that score. And whatever amount you may advance for the pack of the present year, 1882, I will see that Adair & Co. repay you, and if not, I will make up the deficiency, so long as I have not to pay more than $25,000 on account of these new advances." It would have been perfectly easy if they had meant this to say this, and I think perfectly intelligible if they had said so. Perhaps the present Plaintiff would have entered into such a contract of suretyship, if it had been proposed. But in my opinion the deed of 2nd March, 1882, does not say this, but something very different. And the Plaintiff is only bound by the deed to which he has set his hand, and not by what it may or may not be now conceived he would have been ready to accept, if it had been proposed to him.

It is true the Defendants held against that sum, $92,607 advanced in 1881, certain other securities, among other securities, about 12,000 or 13,000 cases of salmon. And inasmuch as the deed of 2nd March expressly stipulates that the security thereby given is to be in addition to any other securities the Defendants may have for repayment of their advances, they claim that they have a right to apply the proceeds of the sales of these cases in satisfaction of one part of their advances, while still retaining a right to come upon the Plaintiff's mortage for the balance of those advances. And if the contract of suretyship had been expressed so as to bind the Plaintiff to the meaning to which the Defendants assign to it, no doubt that would have been so. But having represented that the total indebtedness for 1881 is only $20,000, so soon as that amount is justified, there is no longer any debt remaining which the surety is to guarantee. This is the simple principle which *ex vi termini* pervades every contract of suretyship: if the principal debtor satisfies the guaranteed debt all the creditor's rights against the surety are at an end. However absolutely the guarantee may be drawn up, without the least reference to suretyship, if it be established that there was merely a contract of suretyship, that relation cannot continue when the principal debt is extinct.