Allen & Sons, the drawers; but it was contended that evidence as to the contemporaneous oral agreement to renew the bill was inadmissible.

Darling, J., was of opinion that the bill had been negotiated in breach of faith within the meaning of section 29, subsec. 2, of the Bills of Exchange Act, 1882, and gave judgment for the defendant.

The plaintiffs appealed.

A. L. SMITH, L.J.—In this case the action was brought upon a bill of exchange at three months by the endorsees of the bill against the acceptor. It is, however, conceded on the part of the plaintiffs that they may be assumed to have had notice of the circumstances under which the bill was given, so that they are to be taken to be in no better position than the drawers of the bill would have been in if the action had been brought by them. We may therefore treat the case as if it were an action by the drawers of the bill against the acceptor. Now it is alleged on behalf of the acceptor that at the time he accepted the bill there was a conversation between himself and the drawers as to the renewal of the bill in case he should have any difficulty about meeting it at maturity, and that the drawers undertook to renew the bill if necessary; and it is contended that the effect of this was that the drawers promised that they would not part with the bill during the three months, at the expiration of which the bill was made payable, and would renew it, if need be, at the end of that time. That is to say, the acceptor sets up a parol contract, entered into by the drawers at the time the bill was given, to renew it if requested, and not to part with it in the meantime. The first question, therefore, is whether evidence of that parol agreement can be given as against the written document by which the acceptor agreed to pay the amount of the bill at the end of three months from its date. I am of opinion that the evidence is not admissible. The agreement sought to be given in evidence was not an agreement that the document should be a mere escrow—in other words, that it was not to be a bill of exchange at all. The document, when it was handed by the acceptor to the drawers, was handed to the drawers as, and was intended to be, a bill of exchange. All that it is alleged was agreed was that the bill should be renewed at maturity. The law on this subject is clearly stated by Mr. Justice Willes in *Abrey v. Crux*. It is there stated as being settled by *Hoare v. Graham*, *Foster v. Jolly*, and *Young v. Austen*, that the parties are not entitled to contradict by parol evidence a written contract which is as complete at the time it is entered into as it ever is intended to be. It is said, however, that this is not the