the proper construction of the whole document, refer to and are controlled by the approximate quantity and the defined period set out in the recitals.

Sansom v. Bell, 2 Camp. 39, was much relied on by the plaintiffs, but a careful perusal of it seems to shew a marked point of difference between it and this case. . . .

I think the case of Lord Darlington v. Monck, 3 Saunders 411a, is a case in point. . . . Applying the principle of that case to the one in question, I think the guaranty must be restricted to the period of one year from the 1st April, 1907; and, so construing the document, the defendants succeed in the first-mentioned defence.

One is strengthened in this view if one looks at the surrounding circumstances when the contract was entered into. . . . The usual custom of the plaintiffs was to make contracts for a year from the 1st April in each year. . . .

Next, as to the second defence put forward by the defendants. It appears that the mode of payment for coal sold by the plaintiffs to the Crescent company after the date of the contract in question was that coal shipped in one month was to be paid for some time in the next month. . . . That was the arrangement before the guaranty was entered into, and it was to be continued under the guaranty. The parties appear to have understood this to be the arrangement, and carried it out for a considerable time after the guaranty. Some time, apparently, during 1908, a change in the mode of payment occurred. . . . Notes at 30 days were sent instead of cheques. . . . From November, 1908, to the 28th August, 1909, the course of giving notes, as indicated, was pursued, and the result was that the Crescent company got 30 days and 3 days' grace extra-time. . . . Can a company who conduct their business in such a way from November, 1908, to August, 1909, as that notes are taken apparently each month from the Crescent company, carried into their books, treated as regular, and paid at maturity, be heard afterwards to say that they knew nothing about it and did not authorise it? It looks as though some such agreement had been arrived at.

But it is said that the defendants, to succeed upon this defence, must shew a binding agreement and a consideration therefor, and that they have not done so. I am inclined to think that perhaps this contention is sound. I am referred to Croydon Gas Co. v. Dickson, 2 C. P. D. 46. . . .

I am inclined to think that, in any event, having accepted, as I find, the note of the 28th August, 1909, the plaintiffs varied