which in the condition for reconveyance speaks of the monies due by John Adair & Company, as security of these presents. John Adair & Company, are not parties to the deed and of course nothing can be due by them on the security of the deed.

Notwithstanding these irregularities the meaning of the deed is I think clear enough, There are Creditor and principal and surety. The Creditor is bargaining with the surety. He represents that the principal debtor desires an advance in the ensuing season, not to exceed $25,000, but as the principal already owes him $20,000, he declines to make any further advances although holding some security from the principal debtor, unless the surety will additionally guarantee both the $20,000, and the $25,000. The surety responds on the same and gives the guarantee accordingly.

Now in all bargains between a Creditor and a surety,—perhaps, especially when the principal debt or is not a party to the bargain,—there are one or two principles apply, for which really no authority is wanting, but which are laid down by all the authorities. First, there must not only be perfect openness and candor ; but the surety must not be misled, even innocently. Speaking generally, if the creditor make a material misrepresentation, although in perfect innocence and good faith, it avoids the whole contract of suretyship. So if a creditor represent what his future conduct is to be, he must conform to that representation. . He can not pursue a line of conduct inconsistent with it, and yet hold the surety to his bond. The surety has the right to say "That is not my bargain non hunc in foedera veni." Now here I think it quite clear on the deed that the Defendants (who alone could know Adair & Co. were not parties, the Defendants alone therefore are responsible for the statement, which the Plaintiff was justified in trusting) the Defendants when obtaining the guarantee, represent to the Plaintiff: "Adair & Co. owe us at present $20,000 and it is proposed that we make them fresh advances this season to the extent of $25,000, and no more." What were the facts ? On that 2nd March 1882 Adair & Co. owed the Defendants, according to the accounts taken since the case was last before me $92,607.81, and the Defendants then arranged with Adair & Co. for advances in respect of the pack of 1882 extended not to $25,000 merely, but were quite indefinite in amount, and actually were for more than $100,000. It is true there were securities held by the Defendants, cargoes of salmon etc. which ultimately greatly reduced the amount of $92,607 : but all these securities might have failed ; and the actual indebtedness of the second of March 1882 was as above stated.

If W. B. Adair on the 2nd March 1882 had been informed that Adair & Co. already owed the Defendants for arrears on one year's advances more than double the total amount which he was asked to guarantee in respect of the two years together or had been told that the Defendants were about to advance in respect of 1882 alone a still larger amount than they had advanced in 1881 he most obviously might have declined the guarantee altogether.

A surety always hopes and often fully expects, that he will never be called on under his guarantee at all, that the principal will be able to make full payment out of his own funds. And a man may clearly with much more readiness guarantee the whole of a debt of $20,000 than even $5,000 or $1,000 of a debt of $92,600. The Plaintiff may have felt every confidence that Adair & Co. would in the two years have been able to satisfy a claim of