

who has been successful in the Court or Courts which as a rule finally decide in such cases.

The defendant may have leave to appeal on his undertaking to pay the plaintiff's costs in this Court in any event. Counsel for the defendant was willing as a term to give security not only for the costs of the appeal, but also for the amount of the verdict and the costs below in case of failure. The payment of the plaintiff's costs in this Court in any event may be included in the bond. Costs of the motion to be costs in the appeal.

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### HIGH COURT OF JUSTICE.

SUTHERLAND, J.

JULY 22ND, 1910.

PITTSBURG-WESTMORELAND COAL CO. v. JAMIESON.

*Guaranty—Construction — Limitation to one Year — Release of Sureties—Extension of Time Given to Principal—Proof or Inference of Binding Agreement to Extend Period of Credit.*

Action upon a guaranty.

The plaintiffs were a foreign corporation dealing in coal. The defendants (David Jamieson and Richard H. Williams), prior to the 18th March, 1907, were shareholders in the Crescent Coal and Coke Co., a company incorporated under the laws of Ontario.

The agreement sued upon by the plaintiffs as a guaranty was dated the 18th March, 1907. It recited that the defendants were interested in the Crescent company; that it was the purpose of the defendants to handle, through that company, 100,000 tons of coal, more or less, during the year beginning the 1st April, 1907, to be purchased from the plaintiffs; and that, on account of the small capital of the Crescent company, this agreement was entered into; and proceeded: "Now, therefore, in consideration of the premises and the covenants herein contained, it is hereby agreed and understood by the parties hereto that David Jamieson and Richard H. Williams, parties of the first part, will be responsible for the prompt payment of all coal shipped by the Pittsburg-Westmoreland Coal Co. . . . to the said Crescent Coal and Coke Co., or to other concerns at the instance and request of said Crescent Coal and Coke Co. or first parties, and that the first parties hereto guarantee to the said Pittsburg-Westmoreland Coal Co. the prompt payment for such coal at and upon the times when the same is due and payable."