*Held*, also, that there being no special agreement to the contrary, the place for inspection of the wool by the buyer was New York, where the wool was to be delivered, and it made no difference that the company had previously bought wool from the same party who had sent it to Campbellford to be inspected.

*Held*, further, that the evidence of a usage of the trade as to inspection offered by the company was insufficient, such usage not being shown to have been universal and so well known that the parties would be presumed to have had it in mind when making the contract, and to have dealt with each other in reference to it.

Appeal dismissed with costs.

*Christopher Robinson, Q.C., & Chute, Q.C.*, for the appellants.
*McCarthy, Q.C.*, for the respondents.

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Ontario.] 9 October, 1894.

ALEXANDER v. WATSON.

*Construction of agreement—Guarantee.*

A., a wholesale merchant, had been supplying goods to C. & Co., when, becoming doubtful as to their credit, he insisted on their account being reduced to $5,000, and security given for further credit. W. was offered as security and gave A. a guarantee in the form of a letter as follows:—

"I understand that you are prepared to furnish C. & Co. with stock to the extent of $5,000 as a current account, but want a guarantee for any amount beyond that sum. In order not to impede their operations, I have consented to become responsible to you for any loss you may sustain in any amount upon your current account in excess of the said sum of $5,000, including your own credit of $5,000, unless sanctioned by a further guarantee."……

A. then continued to supply C. & Co. with goods, and in an action by him on this guarantee,

*Held*, affirming the decision of the Court of Appeal, Gwynne, J., dissenting, that there could be no liability on this guarantee unless the indebtedness of C. & Co. to A. should exceed the sum of $5,000; and at the time of action brought such indebtedness having been reduced by payments from C. & Co. and