

The plaintiffs made advances to McLaren from time to time between February 8, 1887, and December 3, 1890, with which his account was debited, and payments were made by McLaren from time to time on account, with which his account was credited. The account was always in debit.

The account was made up in the way usual between bankers and their customers every half year, a balance being struck on June 30 and December 31 in each year. At the end of each half year the plaintiffs debited McLaren in the account with the interest upon the amounts from time to time owing by him during the half year, and also with commission, and carried forward the balance found to be due by him, to his debit at the commencement of the next half year as the amount then owing by him.

The balance due from McLaren on December 31, 1890, was £3,247 14s. 5d. No advances were made to him after December 31, 1890, the only items placed to his debit in the account after that date being interest, commission, and small bank charges, with which he was debited in the usual way at the end of each half year.

Payments continued to be made by McLaren on account down to March, 1897, which ultimately reduced the balance against him to £1,979 1s. 6d. on June 30, 1897.

The action was commenced on September 3, 1897.

The bank claimed £1,000, the limit of the guarantee, in respect of the balance of account owing by McLaren.

Bruce, J., gave judgment for the plaintiffs for the amount of the claim.

The defendant appealed.

A. L. SMITH, L.J.—This is an appeal from a judgment of Mr. JUSTICE BRUCE in favour of the plaintiffs, who are bankers, for a sum of £1,000, fixed by a guarantee given to them by the defendant in respect of advances which were to be made from time to time by the plaintiffs to a customer.

The guarantee in question, which was given on February 7, 1887, was to be a continuing guarantee of the account of McLaren, the customer, with the plaintiffs. After the year 1890 no further advances were made to the customer by the bank, but the account continued to be charged with interest and commission as against him; and as and when he made pay-