

Jac. 1, c. 16) as applied to a continuing guarantee. The defendant had given the plaintiff a continuing guarantee in respect of "all moneys and liabilities" owing to, or incurred by the plaintiff, in account with the guaranteed party. The action was brought to recover the balance due on advances made by the plaintiff to the principal debtor, with interest and bank charges. It appeared that the last advances made by the plaintiffs were made more than six years before action, but that the principal debtor had from time to time made payments on account within these six years, and that after giving credit thereon, and debiting him with interest and bank charges, the balance was carried forward half-yearly as principal. The defendants pleaded the Statute of Limitations as a bar to the whole claim. Bruce, J., who tried the action, was of opinion that there had been a stated account between the plaintiffs and defendant within six years before action, and that the defendant was consequently liable for the full amount claimed. On appeal, however, the evidence as to the stated account was held to be insufficient, and the Court of Appeal (Smith, Rigby and Williams, L.JJ.) held that the plaintiffs were barred as to all the advances, but that with regard to interest and bank charges which had become due within the six years before action, the plaintiffs were entitled to succeed. The doctrine of *Clayton's Case* was held to have no application, because the interest was recoverable against the defendant as principal money, and not merely as an accessory of the money advanced to the principal debtor, and that though the plaintiffs were barred as to the advances, they were not as to any interest or bank charges which had accrued, due within six years before action. This case is an instance of the Court of Appeal reversing the Judge appealed from, on a question of fact.

**BILL OF EXCHANGE** — ORAL AGREEMENT TO RENEW — EVIDENCE — BILLS OF EXCHANGE ACT, 1882 (45 46 VICT., C. 61) s. 21, s-s. 2 (b); s. 29, s-s. 2--(53 VICT. C. 33, s. 21, s-s. (b); s. 29, s-s. 2(b), D.)

In *New London Syndicate v. Neale* (1898) 2 Q.B., 487, the plaintiff sought to recover on a bill of exchange, against the defendant as acceptor. The defendant set up a parol agreement to renew, and relied on the above-mentioned sections of the Bills of Exchange Act. The plaintiff sued as indorsee, but it was conceded that he took with notice of the alleged agreement, and under these circumstances Darling, J., dismissed the action; but the Court of Appeal,