

the pawnbroker may seize and detain the person and the article, or either of them, and shall deliver the person and the article, or either of them, as soon as may be into the custody of a constable." The learned judge considered that there was no evidence to go to the jury, and gave judgment for the defendant. •

The plaintiff now applied for a new trial on the ground of misdirection.

Their LORDSHIPS refused the application. They held that the plaintiff's admission that the defendant had acted *bona fide* was almost conclusive to show that the defendant had a reasonable suspicion that the article had been stolen or clandestinely obtained. If the question had been left to the jury, and they had found for the plaintiff, the verdict could not have been sustained. Their lordships, however, desired to express no opinion as to the correctness of *Howard v. Clarke*, L. R. 20 Q. B. Div. 558, so far as it laid down that the question of reasonable suspicion under the Act was for the judge.

COURT OF APPEAL.

June 21, 1894.

Before LINDLEY, L. J., LOPES, L. J., DAVEY, L. J.

GUILD V. CONRAD, (29 L. J. 398.)

Statute of Frauds, s. 4—Promise to make good the debt, default, or miscarriage of another—Indemnity—Guarantee.

Motion for new trial.

The plaintiff having agreed to extend a bill credit to a foreign firm in which the defendant took an interest up to a certain limit, on the terms of the defendant giving a written guarantee to the plaintiff for the amount, the foreign firm exceeded the limit, and the plaintiff declined to accept any more of their bills without a further agreement. The defendant then gave to the plaintiff a verbal undertaking, which the Court held upon the evidence was not an undertaking to pay the plaintiff if the foreign firm did not pay, because there was no expectation on the part of either party that the foreign firm would be able to pay, but was an undertaking to provide funds to enable the plaintiff to meet the bills of the foreign firm in any event. To an action upon this