Defendant himself admits that he told Mackey about it in the summer of 1912. But notwithstanding this knowledge he made no attempt to repudiate liability or deny the giving of the guarantee until after he had received from plaintiffs their letter of June 10th, 1913, requiring him to make good the indebtedness which Galt and Mackey had failed to pay. Some time previously Armstrong had discussed with defendant what steps the bank proposed taking to collect the indebtedness. He seems to have treated it as an existing obligation, though until Galt and Mackey actually defaulted, his belief may have been, and very probably was, that he would not be called upon to pay anything. Even after receipt of the letter of June 10th the only objection he made was to the bank proceeding against him before they had exhausted their resources against Galt and Mackey.

A reasonable view of the evidence is that defendant knowingly and willingly and without any undue influence, fraud or misrepresentation on the part of Armstrong, signed the guarantee, though it may be that from his knowledge of Galt and Mackey's business for many years, he felt safe in doing so,—that the probability of his being called upon by the bank for payment was remote. A careful analysis of the whole evidence, coupled with the circumstances surrounding the transaction and what followed it, leads me to the conclusion that defendant has not established any ground for escaping liability for the amount claimed.

Judgment will, therefore, go against him accordingly, with costs.