

This guarantee does not cover goods sold to Drake on credit, but only covers goods shipped to be sold on consignment.

PAYMENTS.

Promissory Notes.

A promissory note is an unconditional written promise made by one person to another, signed by the maker, engaging to pay, on demand or at a specified future time, a specified sum of money, to, or to the order of, a specified person, or to bearer.

Several things must be remembered:

(a) No *condition* may be expressed. If so, it ceases to be a promissory note, and is nothing but a written agreement, binding on both parties, of course, but not negotiable, except by assignment.

(b) It must be made payable in *money*. If made payable in anything else it is called a chattel note.

(c) A *specified* time for payment must be shown, or else on the happening of an *event certain*. For instance, so many days after the death of a certain person.

If no place of payment is mentioned it is payable where dated. Usually it is best that the place of payment be mentioned.

In signing a Note, lead pencil may be used quite legally, but for obvious reasons it is better to employ pen and ink.

When signing in a representative capacity the name of the *Principal* must be used. The following signature binds the Principal, not the agent:

George Watson
per Henry Joyce,
Agent.