that the note should not be transferred, and that it should not be payable at any other place than the one specified.

$100.00.	*Guelph, March 6th, 1906.*

Three Months after date I promise to pay to James Smith, only, One Hundred Dollars, at the Imperial Bank here, and not otherwise or elsewhere, for value received.

John Winters.

CHAPTER IV.

GUARANTY AND SURETYSHIP.

74 Guaranty and Suretyship is a promise of one person to another to answer for the debt, default or miscarriage of a third party. According to the Statute of Frauds and Perjuries (see Section 22) all such promises must be in writing in order to be binding.

This famous Statute is over 300 years old, hence no excuse for not knowing its provisions.

75 Verbal Recommendations.—The representation or assurance made by one person concerning the character, conduct, or credit of another by which such person obtains goods or credit does not bind such person as a surety, unless it is in writing. R.S.O. Chap. 146, Sec. 7. It is the same in all the Provinces.

76 A Verbal Promise that Binds may not differ much in *sound* from a promise that does not bind, but the distinction in *form* and effect is very marked. The forms of expression in this and the following section are very common in business and will serve to illustrate the distinction:

A person goes with his hired man to a store and says to the merchant, "Give this man goods (naming the amount), and I will see it paid," or, "I will be responsible." This is binding when given merely by word of mouth, if the sum does not exceed the amount for which an oral agreement is binding (see Section 22), because it is an original promise to pay the debt himself, and not answering for the debt of another. It is his own order, and he virtually tells the merchant to charge the goods to him direct, which the merchant should do in such case, although the goods are for the benefit of the other party. It is a "valuable consideration," and makes the contract binding if the goods are taken.

Again, if A were to go to B and say, "if you do not press C for your claim for one month, at the end of that time I will pay you," this would also be a direct promise by A to pay the debt, and would therefore be binding without being put in writing.