

*Marine Ins. Co.*, already referred to, Fry, J., further said, as to the character of the contract of suretyship, "But I do think the contract of suretyship is, as expressed by Lord Westbury, in *Williams v. Bayley*, L. R. 1 H. L. 200-219, one which 'should be based upon the free and voluntary agency of the individual who enters into it.' I think that principle especially applicable here, because there is no consideration in this case, as in many cases of suretyship, for the contract so entered into; and, therefore, I think, to use the language of Lord Eldon, in *Turner v. Harvey*, Jac. 169, 178, it is a contract in respect of which a very little is sufficient. Very little said which ought not to have been said, and very little not said which ought to have been said, would be sufficient to prevent the contract being valid. It is one, furthermore, in which I think that every thing like pressure used by the intending creditor will have a very serious effect on the validity of the contract; and the case is stronger where that pressure is the result of maintaining a false conclusion in the mind of the person pressed." The circumstances in reference to which this language was used were, that the officers of a company believing that the retention of money by one of their agents amounted to felony, directed his arrest. Certain friends of his came to the officers of the company and proposed to deposit a sum of money by way of security for any deficiency. On the same day the company was advised that the acts of the agent did not amount to felony, and the directions for the arrest were withdrawn. Later in the day the friends of the agent had a second interview with the officers of the company, and agreed to deposit a sum of money as security for his default, no mention being made of the withdrawal of the direction of the arrest.

The sum of money was afterwards deposited with trustees on an agreement for the security of the company. A large sum was found to be due from the agent to the company, which latter sued the trustees to recover the money deposited with them, and one of the depositors or sureties brought an action to cancel the agreement, and it was held