

a certain thing shall be done by a third person as that he shall sign a guarantee are not within the statute: *Bushell v. Beanan*, 1 Bing. N.C. 103. Promises to answer for another's debt are not within the statute when that other is not also liable: *Birkmyr v. Darnell*, 1 Sm. L.C. 310; *Mountstephen v. Lakeman*, L.R. 7 Q.B. 196. The result is the same though the consideration was received by that other, as in the case of promises to answer for an infant's contracts (not being for necessities): *Harris v. Huntbach*, 1 Burr. 373. The same is true where the liability of that other, though previously existing, is discharged by the guarantee: *Goodman v. Chase*, 1 B. & Ald. 297.

Promises are not within the statute if there is any interest or liability in the guarantor or his property, except such as arises out of his promise: *Fitzgerald v. Dessler*, 7 C.B. N.S. 374, for instance where a lien or security is given up in consideration of the promise: *Walker v. Taylor*, 6 C. & P. 752, or where a right to distrain goods in which the promisor is interested is given up: *Williams v. Leper*, 3 Wils. 308. The statute does not apply where the immediate object of the guarantee is not the discharge of a third person's liability, though such discharge follows indirectly: *Castling v. Aubert*, 2 East. 325; for instance, the promise of a del credere agent, the immediate object being only to secure care on his part, is not within the statute, though he is personally liable if the purchasers make default: *Wickham v. Wickham*, 2 Kay & J. 478, nor are promises to pay another's debt in consideration of a transfer of the debt within the statute: *Anstey v. Marden*, 1 B. & P.N.R. 124.

Secondly, of agreements in consideration of marriage. Part performance of such agreements is sufficient to except them from the operation of the statute: *Taylor v. Beech*, 1 Ves. Sr. 296, and of course promises to marry are not in any sense within it: *Harrison v. Cage*, 1 L'd. Ray'd 386.

Thirdly, of contracts for the sale of land. Contracts collateral to a transfer of an interest in land are not within the statute: *Morgan v. Griffith*, L.R. 6 Ex. 70, or preliminary to such a transfer, as for instance a contract for the searching of a title: *Jeakes v. White*, 6 Ex. 873.