the repayment thereof. The father died, and the son having become bankrupt, a claim was made by the bank against the estate of the father. This claim had been disallowed by the chief clerk, so far as it rested on the guarantee, on the ground, mainly, that the guarantee being under seal was irrevocable, and that, being irrevocable, the guarantor could not have intended that it should extend to any further sum than £2,000. Malins, V.C., on the question coming before him in Chambers, adjourned it into Court for argument, and decided that the agreement was not limited to the £2,000, but was a continuing guarantee for all money already due, or which should become due, from the son to the bank; and he laid down that a general guarantee under seal might in certain circumstances be withdrawn upon the terms of paying all that may be due under it at the time of giving notice of withdrawal. "Authorities," said the V.C., "have been cited to show that a guarantee under seal is irrevocable. I do not accede to that view of the law. Certain guarantees are undoubtedly irrevocable. When a guarantee is of the fidelity or good conduct of a servant or clerk or person in a confidential position, it may be considered as a contract by the employer and employed, and the surety on his behalf. Therefore if a father guarantee the fidelity of his son, and upon the faith of that guarantee the son obtains a situation, there being no misconduct on the part of the son, reason requires that the father should not arbitrarily have the power of depriving his son, or any person whose credit he guarantees, of the appointment which he has obtained on the faith of the guarantee. If arbitrarily and without the fullest justification he desires to withdraw that which he has deliberately entered into, I am of opinion under such circumstances as those that he would have no right to withdraw . . . but notwithstanding all that has been said, I am clearly of opinion that a person who has entered into such a guarantee, and who is, therefore, responsible for the person whose fidelity is guaranteed, has a right to withdraw from that guarantee when that person has been proved guilty of dishonesty." We do not propose to deal with the question—a wider one—of continuing guarantees in general, their revocability and the distinctions, which may be found in *Harris* v. *Fawcett*, L.R. 8 Ch. App. 866, *Coulthart* v. *Clemenston*, 5 Q.B.D. 42, *Phillips* v. *Foxall*, L.R. 7 Q.B. 666, and *Lloyds* v. *Harper*, L.R. 16 Ch. D. 290; but restricting the inquiry to the case of continuing guarantees under seal, it is, we think, clear that the guarantee is now to be subjected to the same rules of construction as if under hand; the nature of the guarantee is to be the determining factor. If the matter were *res integra* it would, we think, be difficult to defend the reasoning of Lord Tenterden in *Calvert* v. *Gordon* (*ubi sup.*): where is the hardship to the employer if it is open to the guarantor to determine his guarantee, not from the date of the notice, but from a reasonable time after the date? The employed could determine his employment on notice in the usual way, and if he did so the employer would not complain of hardship. Why should not the guarantor—subject to any contract between himself and the employed—have a similar right with regard to that which depends on the employment, the guarantee?—*Pump Court.*