

nothing but a simple recommendation is intended. All such phrases as "He is good for them," or naming a certain amount and saying, "He would be safe to that extent," etc., if in writing, would constitute a guaranty. The liability may be evaded by modifying such expression by, "I would regard him as safe" for such an amount, or "I think you would be entirely safe in giving him credit" for such an amount, or, "I would trust him," or, "I think you could trust him," or, "He has always paid me," etc. With any such modifying phrase, much may be said to the credit of a worthy person without being held as a surety.

115 Guarantying Debt already Incurred.

In guarantying the payment of a debt already incurred, the guaranty must not only be in writing, but there must be a *consideration*, for *gratuitous promises* are not enforceable in law.

In consideration of One Dollar, the receipt of which is hereby acknowledged, I guarantee that the debt of One Hundred and Twenty-five Dollars now owing to James Forsyth by Henry Johnston shall be paid at maturity.

LONDON, Aug. 29th, 1910.

WILLIAM JENNINGS.

This *guarantee* might be addressed to James Forsyth merely in the form of a letter, and closed with "Yours respectfully," etc., and be just as binding.

Another Form.—If there be a *consideration* involved it is not necessary to *express* it in the guaranty, as (R. S. O. Chap. 123, Sec. 8):

To C D, of

In consideration of your staying proceedings in the action you have commenced against in the (name of court), of the county of to recover the sum of dollars (or if you will grant an extension of time to B to pay his account, as the case may be), I hereby guarantee to you that the amount, by weekly instalments of dollars (or otherwise), shall be paid until the indebtedness is cancelled, and in default of payment of any one instalment I further agree that the balance then due shall be recoverable against me upon this guaranty.

Dated this day of 19

(Signature.)

The staying of proceedings, or an extension of time, would be a *sufficient consideration*.

116 Guarantying Future Purchases.

This is what would be called a "continuing guaranty":

BRANTFORD, July 30th, 1910.

In consideration of One Dollar, the receipt of which is hereby acknowledged, I hereby guarantee the payment of all goods purchased by John Dillon from Alfred Freeman during the remainder of the year 1910, total amount of said purchase not to exceed One Hundred and Fifty Dollars.

WALTER JONES.