

leaving a balance of \$936.21. The defendant should not be compelled to pay interest, but he should pay costs. Judgment providing for the sales mentioned and for payment of \$936.61 by the defendant to the plaintiff with costs. H. D. Petrie, for the plaintiff. R. N. Ball, for the defendant.

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RICHARDSON v. LONDON GUARANTEE AND ACCIDENT CO.—  
LATCHFORD, J.—DEC. 7.

*Guaranty — Action on Suretyship Bond — Assurance of Due Performance of Contract — Material Alterations in Proposed Contract — Absence of Assent of Guarantors.*—Action upon a bond issued by the defendants, purporting to assure the due performance for the plaintiffs, by the Pneumatic Conveyor Company of Chicago, of written contracts dated the 14th March, 1914. The action was tried without a jury. LATCHFORD, J., in a written judgment, said that there were no written contracts nor any contract bearing the date mentioned. The defendants did not guarantee the performance of the contract afterwards made. At most, their guaranty was for the carrying out, if accepted, of a certain proposal as it existed prior to certain changes made in it, and no contract was made on the basis of the proposal in that state. There was no assent by the defendants to the changes. The contract of suretyship is *strictissimi juris*. To allow the claim of the plaintiffs would be to hold the defendants liable for what they did not undertake. See Halsbury's Laws of England, vol. 15, p. 480. Action dismissed without costs. J. L. Whiting, K.C., for the plaintiffs. M. K. Cowan, K.C., and C. Swabey, for the defendants.