

that the plaintiffs had knowledge of that agreement. The bond was not signed by one Farley, a director, but was signed by all the other directors. The bond itself contained this clause: "This guaranty shall be binding upon every person signing the same, notwithstanding the non-execution thereof by any other proposed guarantor." But this bond was held only in escrow by the plaintiffs and did not become operative at all, as the condition upon which it was given to the bank was never complied with. A contemporaneous oral agreement, collateral to a written one, may be entered into to prevent the original agreement from being operative until the happening of some event or until some future time to be named. Reference to *Dominion Bank v. Cameron* (1918), 13 O.W.N. 420, and cases there cited. In that case the bank had no notice or knowledge of the agreement—in this case the plaintiffs had notice and knowledge.

*Action dismissed without costs.*