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RareBooksClub. Paperback. Book Condition: New. This item is printed on demand. Paperback. 188 pages. Dimensions: 9.7in. x 7.4in. x 0.4in. This historic book may have numerous typos and missing text. Purchasers can download a free scanned copy of the original book (without typos) from the publisher. Not indexed. Not illustrated. 1864 Excerpt: . . . even if the undertaking was collateral, no notice was necessary under the circumstances of this case, *Bond v. Farnham*, 5 Mass. R. 170; *Tower v. Durell*, 9 Mass. R. 332; and that sufficient notice was given to the defendant, *Babcock v. Bryant*, 12 Pick. 134. Shaw C. J. delivered the opinion of the Court. It was contended, on the part of the plaintiff, that this was an original contract on the part of the defendant, to pay for goods delivered to Wetherbee, and therefore that no demand of Wetherbee, or notice to the defendant, was necessary. But on this part of the case the Court are of opinion, that the contract contained in the written paper set forth in the agreed statement, was a collateral undertaking to pay, in case that Wetherbee should not, and was therefore strictly a guaranty for the debt of another. This is the primary meaning of guaranty, though it may be readily conceded, that the word may be used in such a connexion with other words, as to constitute an original contract. Supposing this to be the character of the contract, the defendant contends, that he is not responsible, because the plaintiff did not make reasonable demand of payment of Wetherbee, and give immediate notice of non-payment to the defendant. In the first place, it seems exceedingly clear, that the plaintiff, by delivering the goods to Wetherbee, immediately after the presentation of the order, acted upon the proposition therein...



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