A treatise on the law of suretyship and guaranty

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A TREATISE
ON
THE LAW
OF
SURETYSHIP AND GUARANTY

By
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PREFACE.

In the preparation of this edition it has been the purpose of the editor to follow out the general plan and scope of the first edition of the work which was published in 1901. Since that date there has been much litigation involving questions as to contracts of suretyship and guaranty. Also, while these contracts were formerly assumed by individuals, such obligations are at the present time to a great extent undertaken by corporations which have been organized for the express purpose of securing, or it may be said insuring, the performance of duties and obligations by others. This new phase of the subject has been fully treated by the editor, both as regards the contract so entered into and as affected by legislative act. All cases bearing upon the general principles of the subject decided since the first edition have, it is believed, been included. Also the notes have been greatly enlarged, both by decisions prior to 1901, which were not cited in the first editions and by appropriate illustrations of the application of general rules.

Another feature which is of importance at the present time is that relating to sureties for the performance of building contracts. This subject the editor has endeavored to treat fully and yet in the same concise and thorough manner which met with so favorable approval in the first edition.

It is with the sincere hope that the new edition will merit the same cordial reception accorded to the first that it is respectfully submitted.

H. C. J.

New York, January 2, 1913.
PREFACE.

It has been the endeavor in writing this work to present a systematic and concise treatise on the subject of Suretyship and Guaranty. To do this the early and leading cases have been used to show the elementary and indisputable principles of the subject. The other cases, including the very latest, have been cited to show the application of these principles in the interpretation of the law of to-day, which is the most useful because the most needed.

It has been the aim to state the principles of law as settled by the weight of authority, in a clear and succinct manner, without entering upon a protracted philosophical discussion, or marshaling in the text an array of conflicting decisions, except as to the established law of the different States.

A more elaborate work could have been constructed with less time and labor. Definitions have been formulated and principles stated, it is hoped, with perspicuity and accuracy. Many cases have been cited which may be used as a basis of an exhaustive examination of the subject when a brief is desired.

The student will find that this treatise will serve him in the law school and then in his practice; having studied the work, he will know where to find the law, a knowledge which distinguishes every great lawyer.

In conclusion it is proper to say that this work has been prepared by the author's personal labor.

DARIUS H. PINGREY.

Bloomington, Ill., Jan. 21, 1901.
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