

tion would be rendered more precarious, and they would thereby become more likely to be damnified.

If that was the intention of these sureties, they certainly have not so distinctly expressed themselves by this mortgage. That deed evidently purports to be a continuing guaranty, not merely until the sureties should think proper to put an end to it, by giving notice to *Salmon*, that it should be no longer continued; but its duration forms an express part of the contract itself; it was to endure until the 1st of October, 1830, and no longer. And it was not to exceed in amount the sum of \$10,000; thus limiting the extent of the liability of the sureties without making the slightest allusion to the extent of the credit which *Thomas Clagett* might obtain from *Salmon* or any one else; or to the scope of his business; or to the perils and risks in which he might be involved by the wide range of his commercial concerns. The sense and substance of this mortgage, considered as a guaranty, comes to this, that these sureties thereby undertake to sustain the credit of *Thomas Clagett* to an amount not exceeding \$10,000, continually from that time until the 1st of October, 1830. It is, therefore, of no importance as regards this mortgage, what may be the amount of the debt due from *Thomas Clagett* to *Salmon* beyond that sum; since the mortgage covers no more than \$10,000; nor is it of any consequence when, within the specified period of time, the credit was given by *Salmon* to *Thomas Clagett*, so it was given in the manner described in the deed. The proofs clearly establish the fact, that the liability from *Thomas Clagett* to *Salmon* was incurred in the mode specified by the deed; therefore, I am of opinion, that there is no foundation for this objection. (q)

It has also been insisted, that the credit has been extended, and the time of payment enlarged, by the agreement of the 26th of May, 1828. Whether that can be so considered must depend upon what shall be deemed the true meaning of the mortgage.

I take the sense of that contract to be, that *Salmon*, upon the faith of the property so pledged to him, agreed to lend his credit to *Thomas Clagett* during a certain time, and to a specified amount. The sole object of that deed was to obtain for *Thomas Clagett* such a credit; but if the mortgage might have been foreclosed, at any time, to enforce payment for any parcel of goods sold; and of every sum of money lent by *Salmon* to *Thomas Clagett*, as it be-