The consideration may be, however, executory or conditional. The case generally referred to on this point is Stapp v. Lill, 1 Camp. 242; S. C. *sub. nom.*, Stadt v. Lill, 9 East, 342, which was an action to recover the value of certain goods, furnished by the plaintiff to a third party under a written agreement in these terms, "I guarantee the payment of any goods, which Mr. John Stapp shall deliver to Mr. Nicholls of Brick Lane." It was insisted that the guaranty did not express any consideration for the defendant's promise to answer for the debt of another, because there was no undertaking on the part of the plaintiff to deliver goods to Nicholls, and no action would have lain against him had he refused to deliver any goods. But the Court, on a rule to set aside a verdict for the plaintiff and enter a nonsuit, said that the case differed from Wain v. Walters, as the agreement contained the thing to be done by the plaintiff, which was the foundation of the defendant's promise, and that the delivery of the goods was a sufficient consideration, though no cross action upon the agreement could have been brought against the plaintiff either by the defendant or Nicholls, and the rule was refused. So in Sloan v. Wilson, 4 H. & J. 322, Sloan wrote to Wilson, "the small note you hold of Mr. Jacob Fowble for $292, if you will be so good and renew it for him, I will guarantee the payment of it at sixty days." The old note was surrendered and a new one taken. The Court said that neither of the requisites of the Statute, that there must be a consideration for the promise, and that it must be set out in the agreement, was wanting. The letter to the plainiff was signed by the defendant; the renewal of Fowble's note was the foundation of the guaranty, and was a good and sufficient consideration, and that consideration appeared on the face of the writing. When the renewal took place the consideration attached, and the liability of the defendant commenced. And see also Hutton v. Padgett *supra*. An executory consideration will support a promise to pay past as well as future debts, as in Johnstone v. Nicholls, 1 C. B. 251; and it appears from Sumwalt v. Ridgely *supra*, that the consideration need not be equivalent to the plaintiff's demand; see also Bell v. Welch, 9 C. B. 154. The agreement may be partly on a past and partly on a future consideration, Hutton v. Padgett, but a consideration wholly executed will not support a promise, unless indeed it be moved by a previous request, when it will support such a promise as would have been implied by law.

Same subject—Names of parties—Description of subject matter.—The agreement must also contain the names of the contracting parties, and the identification of them, as such, Skelton v. Cole, 1 De G. & J. 587,[74] where

[74] As to the sufficiency of the memorandum generally, the following English cases may be referred to: Hood v. Barrington, L. R. 6 Eq. 218; Potter v. Duffield, L. R. 18 Eq. 4; Sale v. Lambert, L. R. 18 Eq. 1; Commins v. Scott, L. R. 20 Eq. 11; Thomas v. Brown, 1 Q. B. D. 714; Nesham v. Selby, L. R. 7 Ch. 406; Rossiter v. Miller, 3 App. Cas. 1124; Hussey v. Horne-Payne, 4 App. Cas. 311; Catling v. King, 5 Ch. D. 660; Williams v. Jordan, 6 Ch. D. 517; Rishton v. Whatmore, 8 Ch. D. 467; Jarrett v. Hunter, 34 Ch. D. 182; Gray v. Smith, 43 Ch. D. 208; Coombs v. Wilkes, (1891) 3 Ch. 77; Filby v. Hounsel, (1896) 2 Ch. 737; Plant v. Bourne, (1897) 2 Ch. 281; North v. Percival, (1898) 2 Ch. 128; Carr v. Lynch, (1900) 1 Ch. 613; Lever v. Koffler, (1901) 1 Ch. 543.