

refused to answer; provided, that the said court or judge may extend the time for hearing before him if deemed by him necessary or important.

As to commissions to take testimony outside of Md., see sec. 16, *et seq.*

1922, ch. 480, sec. 36A.

37. (Authority to Act.) Whenever any mandate, writ or commission is issued out of any court of record in any other State, territory, district or foreign jurisdiction, or whenever upon notice or agreement it is required to take the testimony of a witness or witnesses in this State, witnesses may be compelled to appear and testify in the same manner and by the same process and proceeding as may be employed for the purpose of taking testimony in proceedings pending in this State.

1922, ch. 480, sec. 36B.

38. (Uniformity of Interpretation.) This Act shall be so interpreted and construed as to effectuate its general purposes to make uniform the law of those States which enact it.

1920, ch. 480, sec. 36C.

39. (Short Title.) This Act may be cited as the Uniform Foreign Depositions Act.

An. Code, sec. 37. 1904, sec. 37. 1888, sec. 35. 1841, ch. 107, sec. 1.

40. All witnesses summoned under such commissions shall be allowed the same pay for their attendance as is allowed for the attendance of witnesses before justices of the peace, to be paid by the party summoning them.

Evidence of Consideration.

An. Code, sec. 38. 1904, sec. 38. 1900, ch. 362, sec. 35A.

41. Where an action, suit or other proceeding is brought for the purpose of charging any person on a special promise to be answerable for the debt, default or miscarriage of another person, it shall not be necessary to show that the consideration for such promise is in writing.

This section referred to in deciding that prior to its adoption, it was not necessary that the consideration should be stated in express terms, it being sufficient if a consideration could be collected or implied with certainty from the instrument itself. *Klosterman v. United Electric Co.*, 101 Md. 31.

This section referred to in deciding that an undertaking made prior to adoption of this section, was an original and not a collateral one. *Dryden v. Barnes*, 101 Md. 351.

Consideration for guaranty, though not shown in guaranty itself, sufficiently proven. Forbearance to sue is good consideration for guaranty, though no benefit accrues to guarantor. *Prayers. Hietson v. Natl. City Bank of Chicago*, 132 Md. 394.

Typewriting.

An. Code, sec. 39. 1904, sec. 39. 1900, ch. 598.

42. All typewriting heretofore executed or done, and all typewriting which may be hereafter executed or done for any purpose, and in any instrument whatsoever, shall have the same legal force, meaning and effect as