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Saxony Ice Co. v. Little Mary's American Bistro 663 N.Y.S.2d 281 (N.Y.A.D. 1997)

How could anyone sue a lessee with a name like that? Anyway, the guaranty was signed by the corporate president. The court held that there was not enough evidence to determine as a matter of law whether there was adequate consideration to support the Guaranty. Apparently, the president was not an owner of the business and the issue is whether she received anything of value for signing the guaranty. Good question: Is a corporate officer who is not an owner a proper guarantor without some showing of additional consideration for executing the guaranty (such as a payment by the lessee or an acknowledgement that the success of the business is in the direct financial interest of the guarantor)?

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