

Case No. 5,002. FOWLER v. MACDONALD.
[4 Cranch, C. C. 297.]¹

Circuit Court, District of Columbia.

March Term, 1833.

BILLS AND NOTES—PROMISE TO PAY NOTE OF THIRD PERSON.

A written promise, absolutely to pay the note of a third person, written at the foot of the note, is an original undertaking, and need not express the consideration.

Assumpsit, on the following note of William Duncan:

“Washington, January 22d, 1831. Four days after date I promise to pay C. S. Fowler, fifty dollars, for value received, Wm. Duncan.”

“I will pay the above at maturity. Jan. 22d, 1831. S. MacDonald.”

Mr. Hall, for plaintiff, cited Story’s Chitty, Bills, 122.

Mr. Fendall, for defendant [Stephen Mac-Donald]. This is an agreement to pay the debt of another, and although it is in writing, yet the consideration is not stated. *Wain v. Warlters*, 5 East, 11; *Fell*, Guar. 318, 401; *Lynn v. Lambe* [unreported], and *Egerton v. Mathews* [6 East, 307, 2 J. P. Smith (Eng.) 389]; *Saunders v. Wakefield*, 4 Barn. & Aid. 595; *McComber v. Clarke* [Case No. 8,711], in this court at December term. 1826; *Sloan v. Wilson*, 4 Har. & J. 322.

Mr. Hall, in reply, cited *Fell*, Guar. 45, note; *Packard v. Richardson*, 17 Mass. 122, contra; *Fell*, Guar. 46, note; *Leonard v. Vredenburg*, 8 Johns. 29; 2 Selw. N. P. 63.

The case was submitted by the counsel.

THE COURT nem. con. was of opinion that this was an original undertaking, and that the consideration need not be in writing. Judgment for the plaintiff.

¹ [Reported by Hon. William Cranch, Chief Judge.]