

The leading case on the subject is *Wain v. Walters*, 5 East, 10, affirmed in *Saunders v. Wakefield*, 4 B. & A. 595. In Maryland the rule has been solemnly approved in *Wyman v. Gray*, 7 H. & J. 409, an action by the indorsee of a promissory note against the maker, where it appeared that the latter was the president of a manufacturing company, that the payees sold goods and sent them with a bill of parcels to the company, charging the company as their debtor, and the maker of the note afterwards sent the payees the note sued on signed by himself as president, &c., which was indorsed after it fell due to the plaintiff; in *Elliott v. Giese*, *ibid.* 457, where the guarantee was, "agreeable to promise, I was to call on you this evening, but being too unwell, &c., I must beg to be excused; yet as the meeting was to be for the purpose of guaranteeing to you a debt due by my brother-in-law, amounting to \$105, I hereby guarantee the said sum;" in *Nabb v. Koontz*, 17 Md. 283; in *Sumwalt v. Ridgely*, 20 Md. 107, a case like *Wyman v. Gray*, where the plaintiff took a note before maturity with notice of the real consideration; *Hutton v. Padgett*, 26 Md. 228, and other cases.

It is well settled, however, that it is not necessary that the consideration should be stated in express terms; it is sufficient if it may be collected or implied with certainty from the instrument itself, *Hutton v. Padgett supra*; see *Powers v. Fowler*, 4 E. & B. 511.<sup>72</sup> From this principle it follows, that there must be no ambiguity about it, though the meaning of the words may be explained by extrinsic evidence, *Bainbridge v. Wade*, 16 Q. B. 89; see *Cole v. Dyer*, 1 Tyr. 304. So a guaranty, purporting to be given in consideration of A. giving credit to B., is good, for these words may apply to future as well as to past credit, and evidence is admissible to show that they were meant to apply to future credit, *Edwards v. Jevens*, 8 C. B. 436; *Hoad v. Grace*, 7 Hurl. & N. 494.

In *Nabb v. Koontz supra*, a *feme covert* executed a promissory note in the ordinary form for value received, which has been held *prima facie* to import a consideration, *Wyman v. Gray*; *Edelin v. Gough*.<sup>73</sup> On this note at the same time (parol evidence being admissible to show that a guaranty was in fact executed simultaneously with the advance of the money by the plaintiff, see *Goldshede v. Swan*, 1 Exch. 154; *Whitridge v. Rider*, 22 Md. 564), the defendant wrote, "I hereby guarantee the payment of the above note of E. W. Nabb on maturity," and signed his name. The question was, whether such a consideration appeared in the writing for \*the defendant's undertaking as gratified the Statute, and the Court **537** held that there did; that where the written promise of the principal debtor sets forth or imports a consideration, and the undertaking of the guarantor refers to the original indebtedness, and is made and delivered to the creditor at the same time, the Statute is satisfied. And the Court further overruled an objection, that the maker of the note, being at the time of its execution a married woman, was not liable thereon and the defendant's guaranty therefore was without consideration.

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<sup>72</sup> *Deutsch v. Bond*, 46 Md. 164; *Ordeman v. Lawson*, 49 Md. 135; *Culbertson v. Smith*, 52 Md. 628; *Klosterman v. United Co.*, 101 Md. 32. Cf. *Roberts v. Woven Co.*, 46 Md. 386.

<sup>73</sup> *Emerson v. Aultman*, 69 Md. 125; *Mitchell v. McCleary*, 42 Md. 374.