where such party is not under any original liability, the promise is original and good without writing. In cases of this kind of the sale of goods, &c., the liability of the parties obtaining them depends upon the question to whom was the credit given; and that is generally a question for the jury,[45] though there are cases under the Statute in which the liability of the party undertaken for is a question of law. The debiting a party obtaining the goods with them in the books of the vendor is not conclusive evidence that the credit was given to him.[46] And see Conolly v. Kettlewell, 1 Gill, 260, where the contract was to pay if the person to whom the goods were delivered did not; and the similar case of Cropper v. Pittman, 13 Md. 190, where the Court remarked, that though they did not say the words "I will see the bill paid," in every case necessarily imported a collateral undertaking, and a plaintiff could in no such case recover, yet standing alone these words must be so interpreted.[47]

These doctrines apply to promissory notes, where there is privity, or where the note is taken after maturity, or before maturity with notice of the real consideration; therefore a note given by an individual corporator for a debt due by the corporation, and without any new or superadded **528** consideration moving to himself, is a *promise to pay the debt of another, and void for want of consideration as between the original parties, or as against a holder taking it after it has fallen due, Wyman v. Gray *supra;* Rogers v. Waters, 2 G. & J. 64; Williamson v. Allen, *ibid.* 344; Sumwalt v. Ridgely, 20 Md. 107. And it was also held in Rogers v. Waters that the circumstance of a note being given to close an account, for which the party was not otherwise liable, furnished no presumption that forbearance was purchased thereby.

In Hodgson v. Anderson, 3 B. & C. 842, A., being indebted to B. & Co., assigned to the latter a debt due to him from C. & Co., and one of the firm of C. & Co. promised to pay the debt to B. & Co. and it was held that this was not a promise to pay the debt of another. A similar case is Rider v. Riely, 22 Md. 540, S. C. 2 Md. Ch. Dec. 16, where A., having agreed to build a house for B. which was to be paid for in part by notes of B., contracted with C. to furnish the bricks, and it was alleged to have been agreed that C. should receive payment out of the sums due by B. The case was not made out in proof, but the Court held that the effort was only to make B. pay, not the debt of a third person, but his own debt to a party to whom his creditor had assigned it. And where the defendant to raise money got the plaintiff, on his indemnity, to draw a bill which, on the default of the acceptor, the plaintiff had to pay, and the defendant was then sued on his undertaking to indemnify the plaintiff, it was decided that here there was an original liability which did not require a promise in

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[45] Myer v. Grafflin, 31 Md. 350; Green v. Ford, 35 Md. 82; East Balto. Co. v. Israel Cong., 100 Md. 125.

[46] Myer v. Grafflin, 31 Md. 350; East Balto. Co. v. Israel Cong., 100 Md. 125.

[47] See East Balto. Co. v. Israel Cong., 100 Md. 129.