tual decay, to say whether she had actually made any such promise to her late husband in favor of the defendant, or not; and whether any thing was then said about her giving to the defendant any thing less than an absolute estate of inheritance? she distinctly acknowledged, that she had made such an unconditional promise; and that nothing was then said about an estate for life. And the plaintiff has since made similar acknowledgments as to the nature and extent of her promise. The circumstance, that one of her children had been cut off from any participation in the father's property, because of her having promised to provide for such child, was calculated, from its very interesting nature, to make a strong and lasting impression, and likely to be distinctly recollected even after her mind had fallen into a great degree of decay. *Bennet* v. *Vade*, 2 *Atk.* 325.

These acknowledgments of the promise are mainly corroborated by the circumstances of the late John C. Owings' family at the time of his death; and the disposition which he made of his estate by his will. His other children, there spoken of, having had estates *of inheritance given to them by himself, or his uncle, shews what was his understanding of the plaintiff's promise at the time it was made to him; and that in the "desire and expectation," expressed in his will, he alluded to a provision having the nature and extent of the others there made or spoken of, and not merely a fettered donation, or an estate for life only. Hence, all circumstances considered, I have come to the conclusion, that the promise was made by the plaintiff, and to the extent alleged by the defendant. **401**

To constitute a valid contract, the performance of which may be enforced either at law or in equity, it must be founded on a sufficient consideration. That is, the moving cause of the contract must be some benefit to the person called on to comply with it; or a benefit to a stranger; or some damage or loss sustained by the party claiming the performance; which benefit or loss has accrued or happened at the request or instance of the party of whom the claim is made. *Bunn* v. *Guy*, 4 *East*, 194; *Violett* v. *Patton*, 5 *Cran.* 150. Upon a mere naked pact or agreement, not founded on any such consideration, no suit, according to our law, can be sustained either at law or in equity. In the case under consideration, the defendant, it is shewn, did sustain a loss by reason of the promise of the plaintiff.

This promise, however, was not made by the plaintiff to the defendant; and yet it is, in general, essential to the nature of a consideration, that it should move from the party asking a performance of the contract; for if such party is a mere stranger to the consideration, having himself sustained no loss, nor conferred any benefit on the opposite party, he himself has no claim to have such contract fulfilled. But a father is under a natural obligation to pro-