

ment so drawn carries interest from its date, but it was argued for the executor that in all cases where it had been so held the notes or bills were given for value received. Here, though a consideration must perhaps be presumed, it need not be a pecuniary consideration, or one on which interest may be supposed to run, as a loan. No transactions or dealings between the parties were shown to give probability to a claim of interest during the lifetime of the maker, who certainly could never have himself been called upon to pay any. And it was argued that the instrument looked like a voluntary gift in the nature of a legacy.

Lord Denman, however, said it appeared improbable, if it was the maker's intention that interest should be computed only after his death, he should not have expressed it with more distinctness. In the absence of all particular proof, the note must be presumed to have been given for value, so that interest would be due from the date. If that be doubtful, the instrument ought to be construed most strongly against the maker; and the holder was therefore declared entitled to the larger sum.

Crossing the Atlantic, the American cases have concurred in upholding promissory notes payable after death valid, and not wanting in negotiability for that reason. In an Alabama case (*Conn v. Thornton*, Admx., 46 Ala. 387), the instrument in the suit was as follows:

One day after date I promise to pay, or at my death, W. G. Conn or bearer, the sum of five hundred dollars, for labor done by W. G. Conn for value received this 11th day of December, 1860.
W. R. THORNTON.

The man that wrote this died. His administrator was sued. Objection was made that it was not a promissory note, because not a promise to pay a certain sum of money at a certain time unconditionally; and that it was void for uncertainty. If anything, it was a codicil to Thornton's will; but as such it was void for want of proper execution. The court held the instrument a valid promissory note. The rule was applied that "that which can be made certain is certain," and a promise to pay at, or a limited time after, death of a party was declared valid because the note must inevitably become due at some future time, since all men must die although the exact period is uncertain.

In Connecticut (*Bristol v. Warner*, 19 Conn. 7, year 1848) a promise was signed by A. as follows:

On demand after my decease, I promise to pay to B. or order 850 dollars without interest.

This was held not an instrument of a testamentary character, to be proceeded with in the probate court, but a promissory note, negotiable and irrevocable.

And in Indiana (*Price v. Jones*, 105 Ind. 543, year 1885) the instrument was as follows:

One day after my death, I promise to pay to the order of Nancy M. Jones two thousand dollars, to be paid out of my estate, for value received, without any relief from valuation or appraisement laws, with six per cent. interest from date until paid, and attorney's fees.

BENJAMIN PRICE.

Price's administrator insisted the instrument was an attempt to make a testamentary disposition of property, and was destitute of all legal efficacy. The court