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 Smith v. Bridges.
 

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ELIJAH SMITH WHO SUES FOR THE USE OF WILLIAM JOHNSON,  
Appellant, v. WILLIAM BRIDGES, Appellee.

APPEAL FROM MADISON.

Although no particular form is necessary to make a note, yet the writing must show an undertaking or engagement to pay, and to a person named in it, or to bearer or holder of the instrument.

*Opinion of the Court.\** The plaintiff below, states in his petition, that he "holds notes on, &c." and the instrument on which suit is brought, has not a single feature of a note, inasmuch as it does not appear there was any undertaking by the defendant to pay any person at all.

Although no particular form is necessary to make a note, yet the writing must show an undertaking or engagement to pay, and to a person named in it, or to bearer or holder of the instrument. The judgment of the court below is reversed, and the cause remanded to the court below. (1)

*Judgment reversed.*

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*Vanorsdale*, post. *Pool v. Vanlandingham*, *id.* *Bradshaw v. Newman*, *id.* *Sims v. Klein*, *id.* *Swain v. Cawood*, 2 Scammon, 505. *Vanlandingham v. Ryan*, 17 Illinois Rep., 25.

A plea of failure of consideration to an action upon a note, should state particularly in what the failure consisted. General allegations are not sufficient. *Parks v. Holmes*, 22 Illinois Rep., 522.

Under the general issue it is not competent to show a total or partial failure of consideration of a promissory note. *Rose v. Mortimer*, 17 Illinois Rep., 475.

Under a plea of a total failure of consideration, a partial failure can not be given in evidence. *Sims v. Klein*, post. *Swain v. Cawood*, 2 Scam., 505.

\*Justice REYNOLDS having been counsel in this cause, in the court below, gave no opinion.

(1.) A promissory note is defined to be "a promise or agreement in writing to pay a specified sum, at a time therein limited, or on demand, or at sight, to a person therein named or his order, or to bearer." Chitty on Bills, 516. *Walters v. Short*, 5 Gilm., 259. All notes must contain the name of the payee, unless payable to bearer. Bailey on Bills, 22.

No action can be maintained on an instrument in writing for the payment of money, unless the instrument shows on its face to whom it is payable. *Mayo v. Chenoweth*, post.

Bills of exchange and promissory notes should be made payable to some person specified, but this may be done without inserting the name, if the payee be so certainly specified or referred to, as to be ascertained by allegations and proofs. *Adams et al. v. King et al.*, 16 Ills. Rep., 169.

An instrument purporting to be a promissory note, payable to one of two persons in the alternative, can not be sued on as such. *Musselman v. Oakes*, 19 Ills. Rep., 81.