



Dittmar v. Frye

93 P.2d 716 (1939) | Cited 0 times | Washington Supreme Court | September 8, 1939

MILLARD, J. -- Emma Frye signed, as maker, a promissory note dated October 31, 1930, in the amount of sixty thousand dollars, payable ninety days after notice of demand for payment to the order of Frank F. Frye. On February 11, 1931, her husband, Charles H. Frye, placed his endorsement on the back of that note. On October 9, 1936, the note was unpaid, whereupon counsel for executrix of the estate of Frank F. Frye, deceased, demanded of Charles H. Frye written acknowledgment that he endorsed the note for value, to which demand Mr. Frye acceded October 21, 1936.

On April 5, 1938, the Seattle-First National Bank, as administrator de bonis non with will annexed of the estate of Frank F. Frye, deceased, instituted this action to recover against Charles H. Frye on his endorsement. The affirmative defenses were that no consideration passed to Charles H. Frye for his endorsement and absence of consideration for letter of October 21, 1936, in which Frye acknowledged his personal liability as endorser and agreed to pay the note. The trial court excluded certain evidence of lack of consideration for the endorsement and directed a verdict in favor of the plaintiff. From the judgment entered on that verdict, the defendant appealed.

Since the appeal, the judgment has been assigned to Marion Dittmar who, pursuant to motion and stipulation of the parties interested, has been substituted herein as respondent in place of the Seattle-First National Bank.

The facts (with exception of the amount of the note and name of the payee) in the case at bar and the questions meriting consideration on this appeal are identical with those in Dittmar v. Frye, ante p. 451, 93 P.2d 709. That decision controls this case entirely.

The judgment is accordingly affirmed.

BLAKE, C.J., GERAGHTY, SIMPSON, and ROBINSON, JJ., concur.

