

**24.**

Note held non-negotiable; no endorsement of non-negotiable note. Accommodation maker; not entitled to demand and notice. Extension of payment. *Prayers. Nusssear v. Hazard*, 148 Md. 352.  
See notes to sec. 25.

**25.**

This section applied to writing under seal. See notes to sec. 47. *Citizens' Natl. Bank v. Custis*, 153 Md. 238. And see *Citizens' Natl. Bank v. Custis*, 155 Md. 175.

Cited but not construed in *Blacher v. Natl. Bank of Balto.*, 151 Md. 523.

**33.**

This section applied in *Johnson v. Venable*, 150 Md. 353.

**39.**

This section does not under all circumstances impose liability on one who, without authority, signs promissory note in representative capacity. Person signing as receiver without authority not personally liable if payee and holder intended he should incur no personal responsibility. *Southern Supply Co. v. Mathias*, 147 Md. 259.

**42.**

Word "precluded" in this section is synonymous with "estopped" and does not include ratification or adoption in their strict primary meaning. Estoppel precludes defense of forgery. *Home Credit Co. v. Fouch*, 155 Md. 396.

As check paid on authorized endorsement of party intended to be designated as payee, this section not material. *Prayers. Lanassa v. Griswold*, 151 Md. 32.

### CHAPTER III.—Consideration of Negotiable Instruments.

**43.**

See notes to sec. 47.

**44.**

Credit is valuable consideration under this section. See notes to sec. 49. *Blacher v. Natl. Bank of Balto.*, 151 Md. 521.

See notes to sec. 47.

**47.**

Negotiable Instruments Act abolished conclusive presumption of consideration for sealed instrument otherwise negotiable. *Prima facie* presumption of value. This section applied. See notes to sec. 25. *Citizens' Natl. Bank v. Custis*, 153 Md. 240. And see *Citizens' Natl. Bank v. Custis*, 155 Md. 175.

**48.**

When money is advanced to corporation in which appellant is interested and in part on her credit, there is sufficient consideration for her signing note as accommodation maker. *Keiner v. Commerce Trust Co.*, 154 Md. 372.

To first note under this section on page 371, vol. 1, of Code, add *Robinson v. Foundry Co.*, 152 Md. 82.

See notes to sec. 85.

**49.**

Appellant deposited checks for collection in ignorance that depositary was insolvent, and depositary deposited checks with appellee, who credited depositary and checks were later paid. Appellant sued appellee—no recovery. Entry in bank book effective only between appellant and depositary. Endorsement in blank. *Blacher v. Natl. Bank of Balto.*, 151 Md. 519.

See notes to art. 66, sec. 25.