

50.

See notes to sec. 49, and to art. 66, sec. 25. See art. 11, sec. 86.

53.

See notes to sec. 49.

55.

This section referred to in construing sec. 49—see notes thereto. *Blacher v. Natl. Bank of Balto.*, 151 Md. 520.

56.

This section referred to in construing sec. 49—see notes thereto. *Blacher v. Natl. Bank of Balto.*, 151 Md. 520.

CHAPTER V.—Rights of Holder.

70.

See notes to art. 66, sec. 25.

71.

See notes to art. 66, sec. 25.

74.

See notes to secs. 49 and 78.

75.

See notes to art. 66, sec. 25.

76.

See notes to art. 66, sec. 25.

77.

See notes to sec. 47.

78.

One may be holder in due course though he has knowledge of executory contract between original parties; in order not to be, there must be breach of contract known to holder when he purchases note and pays out money. *Home Credit Co. v. Fouch*, 155 Md. 393.

Appellee not required to offer testimony that he is holder in due course if proof offered by its opponent is sufficient. *Blacher v. Natl. Bank of Balto.*, 151 Md. 523.

To first note to this section on page 376, vol. 1, of Code, add *Shpritz v. Balto. Trust Co.*, 151 Md. 508.

CHAPTER VI.—Liabilities of Parties.

79.

This section applied to checks drawn on bank where drawer had no funds and cashed by collusion of cashier. *Bradford v. Harford Bank*, 148 Md. 18.

81.

The drawer of a check cannot recover for over-payment to innocent payee. *U. S. v. Natl. Exchange Bank*, 270 U. S. 528, 70 L. Ed. 717 (affirming 1 Fed. [2nd], 888).

82.

See notes to secs. 6, 7 and 85.