

When statute begins to run.

The statute begins to run from the time the cause of action arises, and not from the time the promise is made. *Young v. Mackall*, 3 Md. Ch. 399; *Murdock v. Winter*, 1 H. & G. 471.

Limitations runs from the date of a promissory note payable on demand, but only from the date of demand on a certificate of deposit so payable. *Fells Point Savs. Institution v. Weedon*, 18 Md. 326.

A usage to the effect that deposits at a bank are only payable upon demand, prevents the running of the statute against such deposits until payment has been refused or some act done dispensing with the demand, which must be brought to the knowledge of the depositor. *Planters' Bank v. Farmers' Bank*, 8 G. & J. 467.

When a bank notifies a depositor that his claim will not be paid, a demand is dispensed with, and the statute begins to run at once. *Farmers' Bank v. Planters' Bank*, 10 G. & J. 441; *Planters' Bank v. Farmers' Bank*, 8 G. & J. 467.

Where a contract is to be performed when the same is demanded, limitations begins to run from the time demand is made. An equitable qualification of this rule discussed, where the demand is delayed an unreasonable time. *Rhind v. Hyndman*, 54 Md. 530.

Where a debtor endorses a promissory note payable on demand to his creditor in part payment of a debt, the creditor is not bound to make demand on the day the note is endorsed to him, and the statute only begins to run after a reasonable time for the making of a demand has expired. *Mudd v. Harper*, 1 Md. 111.

The statute begins to run from the date of a loan to be returned "when called on to do so." *Darnall v. Magruder*, 1 H. & G. 439.

The statute begins to run in favor of a guarantor from the time he is liable to suit, which may or may not be the same time the principal becomes so liable. Where the principal makes a part payment before the statute has attached, the statutory period as against the guarantor or surety, is extended. When the statute begins to run in favor of guarantors. *Hooper v. Hooper*, 81 Md. 170.

The statute begins to run against an endorser of a note, or a surety, from the time he makes payment. *Bullock v. Campbell*, 9 Gill, 183. As to sureties, see also, *Schindel v. Gates*, 46 Md. 614; *Hall v. Creswell*, 12 G. & J. 49.

Where one joint maker of a note pays it, the statute begins to run as against his right to contribution, from the date of such payment. *Brady v. Brady*, 110 Md. 665; *Hooper v. Hooper*, 81 Md. 155.

Where goods are sold with an agreement that a note will be given for them maturing in 90 days, but no such note is given, and a suit is brought more than three years after the sale, but less than three years before the note would have matured, the statute is not a bar. *Appleman v. Michael*, 43 Md. 279.

Where one partner pays out money in behalf of the firm, limitations only begins to run as against his right to sue his co-partner from the time an account is settled and a balance ascertained. *Holloway v. Turner*, 61 Md. 222.

Where a claim for services against a deceased is founded simply on an implied obligation, the statute begins to run from the time the services are performed. *Dempsey v. McNally*, 73 Md. 438.

The statute only begins to run against an administrator from the time he takes out letters. *Rockwell v. Young*, 60 Md. 566.

The statute begins to run on the liability of a stockholder on his subscription to stock, from the time calls are made. *Glenn v. Williams*, 60 Md. 120. See also, *Taggart v. Western Md. R. R. Co.*, 24 Md. 597.

Where the purchaser of stock fails to have it transferred on the books of the company and the seller is subsequently compelled to pay an assessment, the statute begins to run against the latter's suit against the purchaser, from the time of such payment. *Hutzler v. Lord*, 64 Md. 543.

In an action of trover, the statute begins to run from the conversion, unless perhaps the plaintiff has been prevented by the fraud of the defendant from knowing of the conversion. (See section 14). *Belt v. Marriott*, 9 Gill, 338.