

1904, art. 13, sec. 6. 1888, art. 13, sec. 6. 1860, art. 14, sec. 6. 1837, ch. 253.

6. A protest, duly made by a notary public, of a promissory note for non-payment, or of a bill of exchange, whether foreign or inland, for non-acceptance or non-payment, shall be *prima facie* evidence of such non-acceptance or non-payment, and of the presentment of such note for payment, or of such bill for acceptance or payment, at the time and in the manner stated in the protest.

This section must be strictly construed, and the protest is *prima facie* evidence of non-acceptance or non-payment, and of presentment at the time and in the manner stated only. Collateral and independent matters contained in the protest are not evidence. *Reier v. Strauss*, 54 Md. 286; *Weems v. Farmers' Bank*, 15 Md. 239.

The protest is only *prima facie* evidence, and may be overcome. *Howard Bank v. Carson*, 50 Md. 27; *Staylor v. Ball*, 24 Md. 199; *Ricketts v. Pendleton*, 14 Md. 329.

If the protest states that "notice of protest" was sent to the endorser and the manner of such notice, it implies a demand and refusal, unless the protest itself shows no sufficient demand. *Nailor v. Bowie*, 3 Md. 257.

The protest should designate or identify the note—usually the original or a copy is attached. The signature of the notary may be printed, if it appears to be his act. *Fulton v. Macracken*, 18 Md. 541.

This section does not exclude other evidence of non-acceptance, etc. *Sasscer v. Farmers' Bank*, 4 Md. 419; *Nailor v. Bowie*, 3 Md. 258.

The design of this section is to place foreign and inland bills on the same footing. The protest or authenticated copy must be received in evidence according to the *lex fori*, and there need be no proof of the signature or seal. *Crowley v. Barry*, 4 Gill, 201; *Whiteford v. Burckmyer*, 1 Gill, 129.

A check is an inland bill of exchange, and therefore protestable under this section and section 7. *Hawthorn v. State*, 56 Md. 534. See also, *Moses v. Franklin Bank*, 34 Md. 579.

For the purpose of securing the benefit of this section, banks receiving bills of exchange for collection, should place them in the hands of a notary for protest, if necessary. *Citizens' Bank v. Howell*, 8 Md. 547.

This section does not alter the law in regard to the necessity of notice, or the character of the notice. *Graham v. Sangston*, 1 Md. 66.

This section applied. *Nailor v. Bowie*, 3 Md. 255.

Cited but not construed in *Farmers' Bank v. Bowie*, 4 Md. 295.

*Ibid.* sec. 7. 1888, art. 13, sec. 7. 1860, art. 14, sec. 7. 1837, ch. 253.

7. When such protest shall state that notice of such non-payment or non-acceptance has been sent or delivered to the party or parties to such note or bill, and the manner of such notice, such protest shall be *prima facie* evidence that such notice has been sent or delivered in the manner therein stated.

If no sufficient demand was made, the protest is not evidence to prove notice. *Farmers' etc., Bank v. Allen*, 18 Md. 478.

This section does not alter the law in regard to the necessity of notice, or the character of the notice. *Graham v. Sangston*, 1 Md. 66.

A check is an inland bill of exchange, and therefore protestable under this section and section 6. *Hawthorn v. State*, 56 Md. 534. See also, *Moses v. Franklin Bank*, 34 Md. 579.

See notes to sec. 6; also, sec. 171, *et seq.*

As to the power of notaries public to take protests, see art. 68, sec. 4.

*Ibid.* sec. 8. 1888, art. 13, sec. 8. 1860, art. 14, sec. 8. 1825, ch. 35.

8. No judgment of any court of this State rendered in any suit on a bill of exchange, promissory note or other negotiable instrument, shall be reversed, or in any way set aside, on appeal or writ of error, because