

ARTICLE XIII.

BILLS OF EXCHANGE AND PROMISSORY NOTES.

20.

A bank check drawn to the order of the payee is a negotiable instrument under this section and section 22. *1st Denton Natl. Bank v. Kenney*, 116 Md. 29.

22.

See note to section 20.

43.

Where there is no testimony to meet the effect of this section or evidence that a note was taken by the plaintiff under the belief that it had been issued by the corporation whose name was signed to it for money due by it, the indebtedness of such corporation was treated as established, although the answer alleged that the note was the personal debt of an individual who signed the corporation's name without its authority. *Bear Creek Lumber Co. v. Bank*, 120 Md. 568.

47.

In view of this section and section 77, a total or partial failure of consideration is a defense to a note as between the maker and payee and against any person not a holder in due course. Hence the parties may show all the facts and circumstances surrounding the execution of the note and relating to the existence of a consideration. *Herman v. Combs*, 119 Md. 43.

75.

This section applied. *Wilson v. Kelso*, 115 Md. 173.

77.

In view of this section and section 47, a total or partial failure of consideration is a defense to a note as between the maker and payee and against any person not a holder in due course. Hence the parties may show all the facts and circumstances surrounding the execution of the note and relating to the existence of a consideration. *Herrman v. Combs*, 119 Md. 43.

78.

To the first note to section 78 on page 283 of volume 1 of the Annotated Code, add the case of *Wilson v. Kelso*, 115 Md. 172.