

CHAPTER VI—Liabilities of Parties.**82.**

This section is to be taken in its literal sense; the status of the person described in this section is absolutely fixed by it and cannot be changed by parol proof. *Lightner v. Roach*, 126 Md. 476.

CHAPTER VII—Presentment for Payment.**99.**

Evidence held sufficient to show that defendants were accommodation endorsers within the meaning of this section and section 134. *Bergen v. Trimble*, 130 Md. 561.

CHAPTER VIII—Notice of Dishonor.**108.**

Persons being endorsers under section 82, in the absence of notice of non-payment were discharged from liability. *Lightner v. Roach*, 126 Md. 476.

134.

See notes to section 99.

CHAPTER IX—Discharge of Negotiable Instruments.**138.**

This section makes no distinction between a negotiable instrument held by "a holder in due course" and one held by "a holder for value." An accommodation maker or acceptor is primarily liable and is not discharged by any extension of time given to the endorser, drawer or co-maker for whose benefit he became a party to the instrument, without regard to whether the plaintiff is a party to the instrument as a payee and knew the relation subsisting between the accommodation maker and the principal debtor. *Jamesson v. Citizens Bank*, 130 Md. 79.

To the note to this section on page 292 of volume 1 of the Annotated Code, add *Jamesson v. Citizens Bank*, 130 Md. 79.

See notes to section 141.

139.

To the note to this section on page 292 of volume 1 of the Annotated Code, add "And see *Jamesson v. Citizens Bank*, 130 Md. 79. 80."

141.

A renunciation under this section must be in writing; such renunciation may be without consideration or as an accord and satisfaction. There is no such inconsistency between this section and section 138 as to restrict the scope and operation of the former. Purpose of the negotiable instruments law. *Whitcomb v. Natl. Exch. Bk.*, 123 Md. 613. And see *Jamesson v. Citizens Bank*, 130 Md. 87.

CHAPTER XVII—Promissory Notes and Checks.**204.**

As to the effect of a postdated check, see *Am. Agri. Chem. Co. v. Scrimger*, 130 Md. 393.