

from so recovering by reason of his inability, from any cause, to produce such instrument in evidence at the trial, or surrender the same to the defendant; provided always, that the absence of such instrument shall be sufficiently accounted for, under the ordinary rules of evidence, to allow the introduction of secondary proof of the contents thereof at the trial; and that no judgment thereupon shall be entered for the plaintiff in such suit, until a good and sufficient bond shall have been first filed therein by the plaintiff, or on his behalf, in such penalty and with such surety or sureties as the court shall approve, conditioned to hold and keep the defendant harmless, upon satisfaction of the judgment by him, to the same effect and intent as if said missing instrument were then and there produced and surrendered to him; and the costs in all such cases shall be adjudged by the court, in its discretion, as may be equitable.

The bond need not be given before verdict, but before judgment entered. *Prayers. Councilman v. Towson Bank*, 103 Md. 478. See also *Ecker v. First Nat'l Bank*, 59 Md. 305.

Quære, whether this section embraces coupon bonds. *C. & O. Canal Co. v. Blair*, 45 Md. 112.

As to bills of lading, see art. 14, sec. 17. As to warehouse receipts, see art. 14A, sec. 14.

This section is identical with art. 75, sec. 18—see notes thereto.

An. Code, sec. 12. 1904, sec. 12. 1888, sec. 12. 1888, ch. 484. 1896, ch. 106.

12. On all notes, drafts, checks, acceptances, bills of exchange, bonds, or other evidences of indebtedness, made, drawn or accepted by any person or corporation after the 27th day of March, 1896, and in which there is no expressed stipulation to the contrary, no grace according to the custom of merchants shall be allowed, but the same shall be due and payable, as therein expressed, without grace.

NEGOTIABLE INSTRUMENTS ACT.

CHAPTER I.—General Provisions.

An. Code, sec. 13. 1904, sec. 13. 1898, ch. 119.¹

13. This act, consisting of sections 13 to 208, both inclusive, of this article, shall be known as the negotiable instruments law.

An. Code, sec. 14. 1904, sec. 14. 1898, ch. 119.

14. In this act, unless the context otherwise requires:

“Acceptance” means an acceptance completed by delivery or notification.

“Action” includes counter-claim and set-off.

“Bank” includes any person or association of persons carrying on the business of banking, whether incorporated or not.

“Bearer” means the person in possession of a bill or note which is payable to bearer.

¹ The act of 1898, ch. 119, held to have no application to a note made and discounted in 1896. *Keyser v. Warfield*, 103 Md. 166.

For a discussion of the purpose of the negotiable instruments act, see *Vanderford v. Farmers' Bank*, 105 Md. 168.