

“Bill” means bill of exchange, and “note” means negotiable promissory note.

“Delivery” means transfer of possession, actual or constructive, from one person to another.

“Holder” means the payee or endorsee of a bill or note, who is in possession of it, or the bearer thereof.

“Indorsement” means an indorsement completed by delivery.

“Instrument” means negotiable instrument.

“Issue” means the first delivery of the instrument, complete in form, to a person who takes it as a holder.

“Person” includes a body of persons, whether incorporated or not.

“Value” means valuable consideration.

“Written” includes printed, and “writing” includes print.

This section shows that the negotiable instruments act is applicable to a suit between the original parties to an instrument. *Jamesson v. Citizens Bank*, 130 Md. 84.

See notes to sec. 47.

An. Code, sec. 15. 1904, sec. 15. 1898, ch. 119.

15. The person “primarily” liable on an instrument is the person who by the terms of the instrument is absolutely required to pay the same. All other parties are “secondarily” liable.

This section makes a party who in reality is a surety, but who, by the terms of the instrument, is required to pay it, primarily liable. *Vanderford v. Farmers' Bank*, 105 Md. 167. And see *Jamesson v. Citizens Bank*, 130 Md. 79.

This section referred to; see notes to sec. 39. *Belmont Dairy Co. v. Thrasher*, 124 Md. 326.

An. Code, sec. 16. 1904, sec. 16. 1898, ch. 119.

16. In determining what is a “reasonable time” or an “unreasonable time,” regard is to be had to the nature of the instrument, the usage of trade or business (if any), with respect to such instruments, and the facts of the particular case.

An. Code, sec. 17. 1904, sec. 17. 1898, ch. 119.

17. Where the day, or the last day, for doing any act herein required or permitted to be done falls on Sunday or on a holiday, the act may be done on the next succeeding secular or business day.

See sec. 105.

An. Code, sec. 18. 1904, sec. 18. 1898, ch. 119.

18. The provisions of this act do not apply to negotiable instruments made and delivered prior to the passage hereof.

This section referred to as having been applied in *Keyser v. Warfield*, 100 Md. 72, and 103 Md. 161. *Lightner v. Roach*, 126 Md. 477.

An. Code, sec. 19. 1904, sec. 19. 1898, ch. 119.

19. In any case not provided for in this act, the rules of the law merchant shall govern.

Upon the adoption of this act, all laws inconsistent with the provisions hereof are hereby expressly repealed.