

true date of issue or acceptance, and the instrument shall be payable accordingly. The insertion of a wrong date does not avoid the instrument in the hands of a subsequent holder in due course; but as to him, the date so inserted is to be regarded as the true date.

An. Code, sec. 33. 1904, sec. 33. 1898, ch. 119.

33. Where the instrument is wanting in any material particular, the person in possession thereof has a *prima facie* authority to complete it by filling up the blanks therein. And a signature on a blank paper delivered by the person making the signature in order that the paper may be converted into a negotiable instrument operates as a *prima facie* authority to fill it up as such for any amount. In order, however, that any such instrument, when completed, may be enforced against any person who becomes a party thereto prior to its completion, it must be filled up strictly in accordance with the authority given, and within a reasonable time. But if any such instrument, after completion, is negotiated to a holder in due course, it is valid and effectual for all purposes in his hands, and he may enforce it as if it had been filled up strictly in accordance with the authority given, and within a reasonable time.

The endorsement and delivery of an incomplete promissory note confers presumptive authority upon the person to whom it is delivered to fill up the blanks. Extent of such authority. Waiver of notice of dishonor—see notes to sec. 128. *Linthicum v. Bagby*, 131 Md. 648.

See notes to sec. 47.

An. Code, sec. 34. 1904, sec. 34. 1898, ch. 119.

34. Where an incomplete instrument has not been delivered, it will not, if completed and negotiated, without authority, be a valid contract in the hands of any holder, as against any person whose signature was placed thereon before delivery.

An. Code, sec. 35. 1904, sec. 35. 1898, ch. 119.

35. Every contract on a negotiable instrument is incomplete and revocable until delivery of the instrument for the purpose of giving effect thereto. As between immediate parties, and as regards a remote party other than a holder in due course, the delivery, in order to be effectual, must be made either by, or under the authority of the party making, drawing, accepting or indorsing, as the case may be; and in such case, the delivery may be shown to have been conditional, or for a special purpose only, and not for the purpose of transferring the property in the instrument. But where the instrument is in the hands of a holder in due course, a valid delivery thereof by all parties prior to him, so as to make them liable to him, is conclusively presumed. And where the instrument is no longer in the possession of a party whose signature appears thereon, a valid and intentional delivery by him is presumed until the contrary is proved.

Long prior to this section, it was held that the defendant might show by parol that a note on which he is sued was delivered as an *escrow*, or upon condition to be performed before the interest of the holder could attach. Evidence of conditional delivery held admissible. *Jenkins v. First Natl. Bank of Balto.*, 134 Md. 86.