

sentment, the instrument will be accepted or paid, or both, according to its tenor, and that if it be dishonored, and the necessary proceedings on dishonor be duly taken, he will pay the amount thereof to the holder, or to any subsequent indorser who may be compelled to pay it. But the drawer may insert in the instrument an express stipulation negating or limiting his own liability to the holder.

An. Code, sec. 81. 1904, sec. 81. 1898, ch. 119.

81. The acceptor, by accepting the instrument, engages that he will pay it according to the tenor of his acceptance; and admits:

1. The existence of the drawer, the genuineness of his signature, and his capacity and authority to draw the instrument; and
2. The existence of the payee and his then capacity to indorse.

An. Code, sec. 82. 1904, sec. 82. 1898, ch. 119.

82. A person placing his signature upon an instrument otherwise than as maker, drawer, or acceptor is deemed to be an indorser, unless he clearly indicates by appropriate words his intention to be bound in some other capacity.

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.

This section converts the liability of a person placing his name on the back of a negotiable paper from a primary to a secondary one, *i. e.*, the liability is no longer joint but several. See notes to art. 50, sec. 2. *Bradley v. Food Products Co.*, 139 Md. 388. And see *Leonard v. Union Trust Co.*, 140 Md. 201.

An. Code, sec. 83. 1904, sec. 83. 1898, ch. 119.

83. Where a person not otherwise a party to an instrument, places thereon his signature in blank before the delivery, he is liable as endorser in accordance with the following rules:

1. If the instrument is payable to the order of a third person, he is liable to the payee and to all subsequent parties.
2. If the instrument is payable to the order of the maker or drawer, or is payable to bearer, he is liable to all parties subsequent to the maker or drawer.
3. If he signs for the accommodation of the payee, he is liable to all parties subsequent to the payee.

The negotiability of a note payable to "myself" is recognized by this section; no suggestion of fraud. *Edelen v. First Nat. Bank*, 139 Md. 423.

An. Code, sec. 84. 1904, sec. 84. 1898, ch. 119.

84. Every person negotiating an instrument by delivery or by a qualified indorsement, warrants:

1. That the instrument is genuine and in all respects what it purports to be;
2. That he has a good title to it;
3. That all prior parties had capacity to contract;
4. That he has no knowledge of any fact which would impair the validity of the instrument or render it valueless.

PROPERTY
OF THE
STATE OF MARYLAND