

3. Where the drawer is the person to whom the instrument is presented for payment;
4. Where the drawer has no right to expect or require that the drawee or acceptor will honor the instrument;
5. Where the drawer has countermanded payment.

An. Code, sec. 134. 1904, sec. 134. 1898, ch. 119.

134. Notice of dishonor is not required to be given to an indorser in either of the following cases:

1. Where the drawee is a fictitious person or a person not having capacity to contract, and the indorser was aware of the fact at the time he indorsed the instrument;
2. Where the indorser is the person to whom the instrument is presented for payment;
3. Where the instrument was made or accepted for his accommodation.

See notes to sec. 99.

An. Code, sec. 135. 1904, sec. 135. 1898, ch. 119.

135. Where due notice of dishonor by non-acceptance has been given, notice of a subsequent dishonor by non-payment is not necessary, unless in the meantime the instrument has been accepted.

An. Code, sec. 136. 1904, sec. 136. 1898, ch. 119.

136. An omission to give notice of dishonor by non-acceptance does not prejudice the rights of a holder in due course subsequent to the omission.

An. Code, sec. 137. 1904, sec. 137. 1898, ch. 119.

137. Where any negotiable instrument has been dishonored it may be protested for non-acceptance or non-payment, as the case may be; but protest is not required, except in the case of foreign bills of exchange.

CHAPTER IX.—Discharge of Negotiable Instruments.

An. Code, sec. 138. 1904, sec. 138. 1898, ch. 119.

138. A negotiable instrument is discharged:

1. By payment in due course by or on behalf of the principal debtor;
2. By payment in due course by the party accommodated, where the instrument is made or accepted for accommodation;
3. By the intentional cancellation thereof by the holder;
4. By any other act which will discharge a simple contract for the payment of money;
5. When the principal debtor becomes the holder of the instrument at or after maturity in his own right.

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; discharge not made out. *Jamesson v. Citizens Bank*, 130 Md. 79.