

77.

See notes to sec. 47.

78.

One may be holder in due course though he has knowledge of executory contract between original parties; in order not to be, there must be breach of contract known to holder when he purchases note and pays out money. *Home Credit Co. v. Fouch*, 155 Md. 393.

Appellee not required to offer testimony that he is holder in due course if proof offered by its opponent is sufficient. *Blacher v. Natl. Bank of Balto.*, 151 Md. 523.

To first note to this section on page 376, vol. 1, of Code, add *Shpritz v. Balto. Trust Co.*, 151 Md. 508; *Dean v. Eastern Shore Tr. Co.*, 159 Md. 220.

CHAPTER VI.—Liabilities of Parties.

79.

This section applied to checks drawn on bank where drawer had no funds and cashed by collusion of cashier. *Bradford v. Harford Bank*, 148 Md. 18.

80.

If check is dishonored, holder in due course may recover from maker amount paid to payee. *Dean v. Eastern Shore Trust Co.*, 159 Md. 216.

81.

The drawer of a check cannot recover for over-payment to innocent payee. *U. S. v. Natl. Exchange Bank*, 270 U. S. 528, 70 L. Ed. 717 (affirming 1 Fed. [2nd], 888).

82.

See notes to secs. 6, 7 and 85.

83.

See notes to sec. 85.

84.

This section referred to in construing sec. 49—see notes thereto. *Blacher v. Natl. Bank of Balto.*, 151 Md. 520.

85.

Indorser alone can waive, or authorize waiver of, presentment of note. Demand over telephone not sufficient presentment. Maker bankrupt. Burden of proof. *Robinson v. Foundry Co.*, 152 Md. 85.

See notes to sec. 49.

86.

See notes to secs. 49 and 85.

87.

See notes to secs. 49 and 85.

88.

See notes to secs. 49 and 85.