

124.

Usual banking practice as to mailing letters is *prima facie* compliance with this section. Test of sufficient notice to endorsers. *Wolf v. Union Trust Co.*, 150 Md. 390.

125.

See notes to sec. 124.

#### CHAPTER IX.—Discharge of Negotiable Instruments.

138.

This section referred to in construing sec. 48. *Coffee Co. v. Page, Receiver.*, 161 Md. 508.

An. Code, 1924, sec. 139. 1912, sec. 139. 1904, sec. 139. 1898, ch. 119. 1927, ch. 490.

139. A person secondarily liable on the instrument is discharged:

1. By any act which discharges the instrument;
2. By the intentional cancellation of his signature by the holder;
3. By the discharge of a prior party;
4. By a valid tender of payment made by a prior party;
5. By a release of the principal debtor, unless the holder's right of recourse against the party secondarily liable is expressly reserved;
6. By any agreement binding upon the holder to extend the time of payment, or to postpone the holder's right to enforce the instrument, unless made with the assent of the party secondarily liable, or unless the right of recourse against such party is expressly reserved.

#### CHAPTER X.—Bills of Exchange; Form and Interpretation.

145.

A check is a negotiable instrument. *Dean v. Eastern Shore Trust Co.*, 159 Md. 216.

See notes to sec. 160.

#### CHAPTER XI.—Acceptance of Bills of Exchange.

151.

See notes to sec. 160.

158.

See notes to sec. 160.

160.

"Accepted for payment" followed by "as per Reolo contract" qualified acceptance by making it conditional upon performance of contract. *Int. Finance Corp. v. Calvert Drug Co.*, 144 Md. 314.

#### CHAPTER XVII.—Promissory Notes and Checks.

203.

See notes to sec. 25.

204.

A check is a negotiable instrument. *Dean v. Eastern Shore Trust Co.*, 159 Md. 216.

As to checks drawn by and payable to fiduciaries, see art. 37A, secs. 5 and 6.