territory of the United States, and protested according to the laws or customs of the place where such bill shall be made payable, shall be entitled to recover so much current money as will produce a good bill of exchange at the current exchange of such bills, and also eight per cent. damages upon the value of the principal sum mentioned in such bill, and costs of protest, together with legal interest upon the value of the principal sum therein mentioned, from the time of protest until the principal and damages are paid and satisfied.

An. Code, 1924, sec. 5. 1912, sec. 5. 1904, sec. 5. 1888, sec. 5. 1785, ch. 38, sec. 3.

5. If any endorser of any such bill shall pay to the owner or holder thereof the value of the principal and the damages and interest aforesaid, such endorser shall have a right to recover the sum paid, with legal interest upon the same, from the drawer or any person, company or corporation liable to such endorser upon such bill of exchange.

. An. Code, 1924, sec. 6. 1912, sec. 6. 1904, sec. 6. 1888, sec. 6. 1837, ch. 253.

6. A protest, duly made by a notary public, of a promissory note for non-payment, or of a bill of exchange, whether foreign or inland, for non-acceptance or non-payment, shall be *prima facie* evidence of such non-acceptance or non-payment, and of the presentment of such note for payment, or of such bill for acceptance or payment, at the time and in the manner stated in the protest.

This section must be strictly construed, and the protest is *prima facie* evidence of non-acceptance or non-payment, and of presentment at the time and in the manner stated only. Collateral and independent matters contained in the protest are not evidence. Reier *v.* Strauss, 54 Md. 286; Weems *v.* Farmers' Bank, 15 Md. 239.

The protest is only *prima facie* evidence, and may be overcome. Howard Bank *v.* Carson, 50 Md. 27; Staylor *v.* Ball, 24 Md. 199; Ricketts *v.* Pendleton, 14 Md. 329.

If the protest states that "notice of protest" was sent to the endorser and the manner of such notice, it implies a demand and refusal, unless the protest itself shows no sufficient demand. Nailor *v.* Bowie, 3 Md. 257.

The protest should designate or identify the note—usually the original or a copy is attached. The signature of the notary may be printed, if it appears to be his act. Fulton *v.* Maccracken, 18 Md. 541.

This section does not exclude other evidence of non-acceptance, etc. Sasscer *v.* Farmers' Bank, 4 Md. 419; Nailor *v.* Bowie, 3 Md. 258.

The design of this section is to place foreign and inland bills on the same footing. The protest or authenticated copy must be received in evidence according to the *lex fori*, and there need be no proof of the signature or seal. Crowley *v.* Barry, 4 Gill, 201; Whiteford *v.* Burckmyer, 1 Gill, 129.

A check is an inland bill of exchange, and therefore protestable under this section and sec. 7. Hawthorn *v.* State, 56 Md. 534. See also Moses *v.* Franklin Bank, 34 Md. 579.

For the purpose of securing the benefit of this section, banks receiving bills of exchange for collection, should place them in the hands of a notary for protest, if necessary. Citizens' Bank *v.* Howell, 8 Md. 547.

This section does not alter the law in regard to the necessity of notice, or the character of the notice. Graham *v.* Sangston, 1 Md. 66.

This section applied. Nailor *v.* Bowie, 3 Md. 255.

Cited but not construed in Farmers' Bank *v.* Bowie, 4 Md. 295.

Insufficiency of notary's certificate may be supplied by other testimony. See notes to sec. 7. Wolf *v.* Union Trust Co., 150 Md. 388.

An. Code, 1924, sec. 7. 1912, sec. 7. 1904, sec. 7. 1888, sec. 7. 1837, ch. 253.

7. When such protest shall state that notice of such non-payment or non-acceptance has been sent or delivered to the party or parties to such note or bill, and the manner of such notice, such protest shall be *prima facie* evidence that such notice has been sent or delivered in the manner therein stated.

If no sufficient demand was made, the protest is not evidence to prove notice. Farmers', etc., Bank *v.* Allen, 18 Md. 478.