

of such authority. Waiver of notice of dishonor—see notes to sec. 128. *Linthicum v. Bagby*, 131 Md. 648.

This section applied in *Johnson v. Venable*, 150 Md. 353.

See notes to sec. 47.

An. Code, 1924, sec. 34. 1912, sec. 34. 1904, sec. 34. 1898, ch. 119.

34. Where an incomplete instrument has not been delivered, it will not, if completed and negotiated, without authority, be a valid contract in the hands of any holder, as against any person whose signature was placed thereon before delivery.

An. Code, 1924, sec. 35. 1912, sec. 35. 1904, sec. 35. 1898, ch. 119.

35. Every contract on a negotiable instrument is incomplete and revocable until delivery of the instrument for the purpose of giving effect thereto. As between immediate parties, and as regards a remote party other than a holder in due course, the delivery, in order to be effectual, must be made either by, or under the authority of the party making, drawing, accepting or indorsing, as the case may be; and in such case, the delivery may be shown to have been conditional, or for a special purpose only, and not for the purpose of transferring the property in the instrument. But where the instrument is in the hands of a holder in due course, a valid delivery thereof by all parties prior to him, so as to make them liable to him, is conclusively presumed. And where the instrument is no longer in the possession of a party whose signature appears thereon, a valid and intentional delivery by him is presumed until the contrary is proved.

Long prior to this section, it was held that the defendant might show by parol that a note on which he is sued as endorser was delivered as an *escrow*, or upon condition to be performed before the interest of the holder could attach. Evidence of conditional delivery held admissible. *Jenkins v. First Natl. Bank of Balto.*, 134 Md. 86.

An. Code, 1924, sec. 36. 1912, sec. 36. 1904, sec. 36. 1898, ch. 119.

36. Where the language of the instrument is ambiguous, or there are omissions therein, the following rules of construction apply:

1. Where the sum payable is expressed in words and also in figures, and there is a discrepancy between the two, the sum denoted by the words is the sum payable; but if the words are ambiguous or uncertain, references may be had to the figures to fix the amount;

2. Where the instrument provides for the payment of interest, without specifying the date from which interest is to run, the interest runs from the date of the instrument, and if the instrument is undated, from the issue thereof;

3. Where the instrument is not dated, it will be considered to be dated as of the time it was issued;

4. Where there is a conflict between the written and printed provisions of the instrument, the written provisions prevail;

5. Where the instrument is so ambiguous that there is doubt whether it is a bill or note, the holder may treat it as either, at his election;

6. Where a signature is so placed upon the instrument that it is not clear in what capacity the person making the same intended to sign, he is to be deemed an endorser;

7. Where an instrument containing the words, "I promise to pay," is signed by two or more persons, they are deemed to be jointly and severally liable thereon.