

As between the maker and payee the burden of proof in general is upon the maker to show a want of consideration or that the note was fraudulently obtained from him or filled in by the payee; if the facts are, however, peculiarly within the control of the plaintiff, and possibly under other exceptional circumstances, the burden will be on the plaintiff. *Shaffer v. Bond*, 129 Md. 653.

This section referred to in construing secs. 14 and 138—see notes thereto. *Jamesson v. Citizens Bank*, 130 Md. 84.

This section applied. *Burke v. Smith*, 111 Md. 627.

Negotiable Instruments Act abolished conclusive presumption of consideration for sealed instrument otherwise negotiable. *Prima facie* presumption of value. This section applied. See notes to sec. 25. *Citizens' Natl. Bank v. Custis*, 153 Md. 240. And see *Citizens' Natl. Bank v. Custis*, 155 Md. 175.

An. Code, 1924, sec. 48. 1912, sec. 48. 1904, sec. 48. 1898, ch. 119.

48. An accommodation party is one who has signed the instrument as maker, drawer, acceptor or indorser, without receiving value therefor, and for the purpose of lending his name to some other person. Such a person is liable on the instrument to a holder for value, notwithstanding such holder at the time of taking the instrument knew him to be only an accommodation party.

The last sentence of this section applied. *Weant v. Southern Trust Co.*, 112 Md. 471. *Black v. Bank of Westminster*, 96 Md. 417. See also *Schwartz v. Wilmer*, 90 Md. 141; *Robinson v. Foundry Co.*, 152 Md. 82; *Crothers v. Nat. Bank*, 158 Md. 592.

This section referred to in construing secs. 14 and 138—see notes thereto. *Jamesson v. Citizens Bank*, 130 Md. 84, 87.

When money is advanced to corporation in which appellant is interested and in part on her credit, there is sufficient consideration for her signing note as accommodation maker. *Keiner v. Commerce Trust Co.*, 154 Md. 372.

An indorser of a note in the hands of a bank, for which receiver has been appointed, not entitled to set off a deposit to his credit against his liability as indorser; immaterial whether the makers signed for accommodation of indorser, for makers are primarily liable. *Coffee Co. v. Page, Receiver*, 161 Md. 503.

See notes to sec. 85.

See notes to art. 13, sec. 82, and art. 50, sec. 2.

CHAPTER IV.—Negotiation.

An. Code, 1924, sec. 49. 1912, sec. 49. 1904, sec. 49. 1898, ch. 119.

49. An instrument is negotiated when it is transferred from one person to another in such manner as to constitute the transferee the holder thereof.

If payable to bearer, it is negotiated by delivery; if payable to order, it is negotiated by the indorsement of the holder completed by delivery.

Appellant deposited checks for collection in ignorance that depository was insolvent, and depository deposited checks with appellee, who credited depository and checks were later paid. Appellant sued appellee—no recovery. Entry in bank book effective only between appellant and depository. Endorsement in blank. *Blacher v. Natl. Bank of Balto.*, 151 Md. 519.

Cited but not construed in *Dean v. Eastern Shore Trust Co.*, 159 Md. 216.

See notes to art. 66, sec. 26.

An. Code, 1924, sec. 50. 1912, sec. 50. 1904, sec. 50. 1898, ch. 119.

50. The indorsement must be written on the instrument itself or upon paper attached thereto. The signature of the indorser, without additional words, is a sufficient indorsement.

This section referred to in passing upon the validity of an attestation to a will—see notes to art. 93, sec. 336. *Shane v. Wooley*, 138 Md. 79.

See notes to sec. 49, and to art. 66, sec. 26. See art. 11, sec. 111.

An. Code, 1924, sec. 51. 1912, sec. 51. 1904, sec. 51. 1898, ch. 119.

51. The indorsement must be an indorsement of the entire instrument. An indorsement which purports to transfer to the indorsee a part only of the amount payable, or which purports to transfer the instrument to two