

An. Code, 1924, sec. 68. 1912, sec. 68. 1904, sec. 68. 1898, ch. 119.

68. Where the holder of an instrument payable to his order transfers it for value without indorsing it, the transfer vests in the transferee such title as the transferer had therein; and the transferee acquires, in addition, the right to have the indorsement of the transferer. But for the purpose of determining whether the transferee is a holder in due course, the negotiation takes effect as of the time when the indorsement is actually made.

An. Code, 1924, sec. 69. 1912, sec. 69. 1904, sec. 69. 1898, ch. 119.

69. Where an instrument is negotiated back to a prior party, such party may, subject to the provisions of this act, re-issue and further negotiate the same. But he is not entitled to enforce payment thereof against any intervening party to whom he was personally liable.

CHAPTER V.—Rights of Holder.

An. Code, 1924, sec. 70. 1912, sec. 70. 1904, sec. 70. 1898, ch. 119.

70. The holder of negotiable instrument may sue thereon in his own name; and payment to him in due course discharges the instrument.
See notes to Art. 66, sec. 26.

An. Code, 1924, sec. 71. 1912, sec. 71. 1904, sec. 71. 1898, ch. 119.

71. A holder in due course is a holder who has taken the instrument under the following conditions:

1. That it is complete and regular on its face.
2. That he became the holder of it before it was overdue, and without notice that it had been previously dishonored, if such was the fact.
3. That he took it in good faith and for value.
4. That at the time it was negotiated to him he had no notice of any infirmity in the instrument or defect in the title of the person negotiating it.

Where the plaintiff takes a note with knowledge of the insolvency of the corporation which made it, and that it was issued by the company in part payment for its own capital stock (which the law prohibits it from buying), he is not a holder in due course. *Burke v. Smith*, 111 Md. 627.

A check held to be complete and regular on its face, and that the endorsee took it without knowledge of such facts as made his taking it amount to bad faith—see sec. 75. *Weant v. Southern Trust Co.*, 112 Md. 471; *Dean v. Eastern Shore Trust Co.*, 159 Md. 220.

Where notes are purchased before maturity in good faith and for value, without notice of any infirmity in the notes, or defect in the title of the seller, the purchaser may recover on the notes. No evidence that contract was resorted to to conceal usurious loan. *Dolph v. Stubblefield*, 135 Md. 156.

This section referred to in construing secs. 14 and 138—see notes thereto. *Jamesson v. Citizens Bank*, 130 Md. 85.

See notes to sec. 78 and art. 66, see 26.

An. Code, 1924, sec. 72. 1912, sec. 72. 1904, sec. 72. 1898, ch. 119.

72. Where an instrument payable on demand is negotiated an unreasonable length of time after its issue, the holder is not deemed a holder in due course.

An. Code, 1924, sec. 73. 1912, sec. 73. 1904, sec. 73. 1898, ch. 119.

73. Where the transferee receives notice of any infirmity in the instrument or defect in the title of the person negotiating the same before.