

An. Code, 1924, sec. 96. 1912, sec. 96. 1904, sec. 96. 1898, ch. 119.

96. Where the persons primarily liable on the instrument are liable as partners, and no place of payment is specified, presentment for payment may be made to any one of them, even though there has been a dissolution of the firm.

An. Code, 1924, sec. 97. 1912, sec. 97. 1904, sec. 97. 1898, ch. 119.

97. Where there are several persons, not partners, primarily liable on the instrument, and no place of payment is specified, presentment must be made to them all.

An. Code, 1924, sec. 98. 1912, sec. 98. 1904, sec. 98. 1898, ch. 119.

98. Presentment for payment is not required in order to charge the drawer where he has no right to expect or require that the drawee or acceptor will pay the instrument.

Cited in *Deitrick v. MacCarthy*, 13 F. Supp. 850.
See notes to sec. 85.

An. Code, 1924, sec. 99. 1912, sec. 99. 1904, sec. 99. 1898, ch. 119.

99. Presentment for payment is not required in order to charge an indorser, where the instrument was made or accepted for his accommodation, and he has no reason to expect that the instrument will be paid if presented.

Evidence held sufficient to show that defendants were accommodation endorsers within the meaning of this section and sec. 134. *Bergen v. Trimble*, 130 Md. 561.
See notes to sec. 85.

An. Code, 1924, sec. 100. 1912, sec. 100. 1904, sec. 100. 1898, ch. 119.

100. Delay in making presentment for payment is excused when the delay is caused by circumstances beyond the control of the holder, and not imputable to his default, misconduct or negligence. When the cause of delay ceases to operate, presentment must be made with reasonable diligence.

An. Code, 1924, sec. 101. 1912, sec. 101. 1904, sec. 101. 1898, ch. 119.

101. Presentment for payment is dispensed with:

1. Where after the exercise of reasonable diligence, presentment as required by this act can not be made;

2. Where the drawee is a fictitious person;

3. By waiver of presentment, express or implied.

See notes to sec. 85.

Cited but not construed in *Rhoads v. National Bank*, 172 Md. 126; *Deitrick v. MacCarthy*, 13 F. Supp. 850.

An. Code, 1924, sec. 102. 1912, sec. 102. 1904, sec. 102. 1898, ch. 119.

102. The instrument is dishonored by non-payment, when:

1. It is duly presented for payment and payment is refused or can not be obtained; or

2. Presentment is excused and the instrument is overdue and unpaid.

Cited but not construed in *Wolf v. Union Trust Co.*, 150 Md. 387.

An. Code, 1924, sec. 103. 1912, sec. 103. 1904, sec. 103. 1898, ch. 119.

103. Subject to the provisions of this article, when the instrument is dishonored by non-payment, and immediate right or recourse to all parties secondarily liable thereon accrues to the holder.