

3. Where the drawer is the person to whom the instrument is presented for payment;
4. Where the drawer has no right to expect or require that the drawee or acceptor will honor the instrument;
5. Where the drawer has countermanded payment.

An. Code, 1924, sec. 134. 1912, sec. 134. 1904, sec. 134. 1898, ch. 119.

**134.** Notice of dishonor is not required to be given to an indorser in either of the following cases:

1. Where the drawee is a fictitious person or a person not having capacity to contract, and the indorser was aware of the fact at the time he indorsed the instrument;
2. Where the indorser is the person to whom the instrument is presented for payment;
3. Where the instrument was made or accepted for his accommodation. See notes to sec. 99.

An. Code, 1924, sec. 137. 1912, sec. 135. 1904, sec. 135. 1898, ch. 119.

**135.** Where due notice of dishonor by non-acceptance has been given, notice of a subsequent dishonor by non-payment is not necessary, unless in the meantime the instrument has been accepted.

An. Code, 1924, sec. 136. 1912, sec. 136. 1904, sec. 136. 1898, ch. 119.

**136.** An omission to give notice of dishonor by non-acceptance does not prejudice the rights of a holder in due course subsequent to the omission.

An. Code, 1924, sec. 137. 1912, sec. 137. 1904, sec. 137. 1898, ch. 119.

**137.** Where any negotiable instrument has been dishonored it may be protested for non-acceptance or non-payment, as the case may be; but protest is not required, except in the case of foreign bills of exchange.

## CHAPTER IX.—Discharge of Negotiable Instruments.

An. Code, 1924, sec. 138. 1912, sec. 138. 1904, sec. 138. 1898, ch. 119.

**138.** A negotiable instrument is discharged:

1. By payment in due course by or on behalf of the principal debtor;
2. By payment in due course by the party accommodated, where the instrument is made or accepted for accommodation;
3. By the intentional cancellation thereof by the holder;
4. By any other act which will discharge a simple contract for the payment of money;
5. When the principal debtor becomes the holder of the instrument at or after maturity in his own right.

This section makes no distinction between a negotiable instrument held by "a holder in due course" and one held by "a holder for value." An accommodation maker or acceptor is primarily liable; discharge not made out. *Jamesson v. Citizens Bank*, 130 Md. 79.

The methods of discharge herein enumerated are exclusive of a discharge in any other way. This applies to a surety who, however by terms of a note, is primarily liable. *Vanderford v. Farmers', etc., Bank*, 105 Md. 167; *Jamesson v. Citizens Bank*, 130 Md. 79; *Hager v. Hagerstown Bank*, 138 Md. 254.

See notes to secs. 22 and 141.

This section referred to in construing sec. 48. *Coffee Co. v. Page, Receiver*, 161 Md. 508.