An. Code, 1924, sec. 139. 1912, sec. 139. 1904, sec. 139. 1898, ch. 119. 1927, ch. 490.

139. A person secondarily liable on the instrument is discharged:

1. By any act which discharges the instrument;
2. By the intentional cancellation of his signature by the holder;
3. By the discharge of a prior party;
4. By a valid tender of payment made by a prior party;
5. By a release of the principal debtor, unless the holder's right of recourse against the party secondarily liable is expressly reserved;
6. By any agreement binding upon the holder to extend the time of payment, or to postpone the holder's right to enforce the instrument, unless made with the assent of the party secondarily liable, or unless the right of recourse against such party is expressly reserved.

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. And see Jamesson *v.* Citizens Bank, 130 Md. 79.

An. Code, 1924, sec. 140. 1912, sec. 140. 1904, sec. 140. 1898, ch. 119.

140. Where the instrument is paid by a party secondarily liable thereon, it is not discharged; but the party so paying it is remitted to his former rights as regards all prior parties, and he may strike out his own and all subsequent indorsements, and again negotiate the instrument, except:

1. Where it is payable to the order of a third person, and has been paid by the drawer; and,
2. Where it was made or accepted for accommodation, and has been paid by the party accommodated.

An. Code, 1924, sec. 141. 1912, sec. 141. 1904, sec. 141. 1898, ch. 119.

141. The holder may expressly renounce his rights against any party to the instrument, before, at, or after its maturity. An absolute and unconditional renunciation of his rights against the principal debtor made at or after the maturity of the instrument discharges the instrument. But a renunciation does not affect the rights of a holder in due course without notice. A renunciation must be in writing, unless the instrument is delivered up to the person primarily liable thereon.

A renunciation under this section must be in writing; such renunciation may be without consideration or as an accord and satisfaction. There is no such inconsistency between this section and sec. 138 as to restrict the scope and operation of the former. Purpose of the negotiable instruments law. Whitcomb *v.* Natl. Exch. Bk., 123 Md. 613. And see Jamesson *v.* Citizens Bank, 130 Md. 87.

An. Code, 1924, sec. 142. 1912, sec. 142. 1904, sec. 142. 1898, ch. 119.

142. A cancellation made unintentionally or under a mistake, or without the authority of the holder, is inoperative; but where an instrument or any signature thereon appears to have been cancelled the burden of proof lies on the party who alleges that the cancellation was made unintentionally, or under a mistake, or without authority.

An. Code, 1924, sec. 143. 1912, sec. 143. 1904, sec. 143. 1898, ch. 119.

143. Where a negotiable instrument is materially altered without the assent of all parties liable thereon, it is avoided,[1] except as against a party who has himself made, authorized, or assented to the alteration and subsequent indorsers.

[1] "Voided" evidently intended.