

in the protest. The protest is therefore substituted for calling the notary and for oral proof of demand and notice, and is received as such when duly authenticated by the notary's seal; and it is enough, if the Court can see that a seal is attached to the protest, without proof that it is the notary's seal, or that the hand-writing of the signature is the notary's proper signature; *query*, however, if the protest be made by a notary of this State, and the seal does not contain the devices required by the Code, Art. 67, sec. 7;¹³ *Whiteford v. Burckmeyer*, 1 Gill, 127; *Barry v. Crowley*, 4 Gill, 194.

The notarial certificate is required to appear to be that of the officer, and his name may be printed instead of being signed by him; but then the protest must identify the note or bill, which is usually done by copying the note upon it, but it is sufficient to annex the original note, and connect it with the protest by reference; or if neither the note nor a copy appear with the protest, a memorandum upon it, descriptive of the note and date of protest, &c. will be enough, if it correspond with the note in suit, *Fulton v. Maccracken*, 18 Md. 528, and see as to the performance of official acts by the clerk of the notary, *Munroe v. Woodruff*, 17 Md. 159. The protest is thus *prima facie* evidence, but must be submitted to the jury like all other evidence, *Ricketts v. Whittington*, 14 Md. 320; but it is not evidence of any thing except non-acceptance or non-payment, and presentment for acceptance and payment at the time and in the manner stated in it. Consequently it is not evidence of collateral facts; as if the protest state that the person on whom demand was made was one of the administrators of the acceptor, this is no proof either of the death of the acceptor or of administration granted on his estate to such person, *Weems v. Farmers' Bank*, 15 Md. 231; see, also, *Kunkel v. Spooner*, 9 Md. 462. But a statement of notice of protest sent to an indorser in such a manner implies a demand on and refusal to pay by the maker, unless, indeed, the protest itself shows the contrary; and it will be intended *prima facie* that a demand on the maker was a proper demand in due form, *Nailor v. Bowie*, 3 Md. 251. As the protest is thus useful in evidence, it has been very properly held that a bank, receiving a note for collection, is bound to place it in the hands of a notary that it may be duly protested when necessary, *Citizens' Bank v. Howell*, 8 Md. 530; though, on the other hand, the bank will not be answerable for the default of the notary, if it perform its own duty in due time.

But the Act in no manner alters the law either in respect of the necessity or character of the notice. While the protest is evidence that notice of such a character has been given in the manner described in it, the sufficiency of the notice is a matter to be determined by the law as it stood prior to the passage of the Act, and this is a question for the Court, *Ricketts v. Whittington supra*. Now, though no precise form of words is necessary in giving the notice, it is indispensable that it should contain, either expressly or by implication, 1°, a true description of the note to ascertain its identity, and 2°, a statement that it has been *presented* to the maker at its maturity and *been dishonoured*; (for a demand without presen-

¹³ Code 1911, Art. 68, sec. 7.