

tation of the note is, in general, equivalent to no demand, *Nailor v. Bowie supra*). Accordingly, in several cases, of * which *Graham v. Sangston*, 1 Md. 59, is the principal one, a protest merely stating the sending of notices to the indorsers that they were severally held liable for the payment of the note, has been held insufficient because it did not state the facts of demand and non-payment. So also a notice is insufficient, which only informs the indorsers that the note had not been paid, and that they would be held answerable for the payment, unless, indeed, the note, by its terms, is made payable and remains at a bank for collection (when no demand of payment is necessary, for the failure of the maker to go and pay it is the dishonour of the note, *Graham v. Sangston supra*); but even then it must be shewn that the note was in point of fact at the bank on the day it fell due, *Hunter v. Van Bomhorst*, 1 Md. 504; and a notice in the terms of that in *Graham v. Sangston* is bad, even where the note is made payable at a bank, *Farmers' Bank v. Bowie*, 4 Md. 290. So it must appear of what the notice consisted, and how it was sent, for a mere *direction* of a notice, without a statement of its deposit in the accustomed or a proper channel of transmission within the time limited by law, is not enough, *ibid.*, and see *Whiteford v. Burckmeyer supra*. And it is, of course, necessary that the time of the demand should appear, and that it was made at the proper place, *Nailor v. Bowie*, 3 Md. 251. If notice be not given to one of two joint payees and indorsers, it was decided in the *Peoples' Bank v. Keech*, 26 Md. 521, that the other would be thereby discharged.

In *Staylor v. Ball*, 24 Md. 183, the Court said, that as to notes payable without reference to any particular place, the general rule is, that a demand must be made of the maker, or at his residence or place of business (if he has one or it is known) within the city or place where the note is payable. If there be no certain place identified and appointed other than a city at large, and the party has no residence there, the bill may be protested in the city, on the day, *without inquiry*, for that would be an idle attempt. The general principle is, that due diligence (which is, ordinarily, a mixed question of law and fact, but which is a question of law where a state of facts is given or assumed) must be used to find the parties and make the demand. The presumption is, that the maker resides where the note is dated, and that he contemplates payment there. But it is only presumption, and if the maker resides elsewhere within the State when the note falls due, and that is known to the holder, demand must be made at the maker's place of residence; and see *Williams v. Brailsford*, 25 Md. 126. And so; if the holder does not know the residence of an indorser, he may excuse his failure to give notice of the dishonour of a bill or note to such an indorser, by shewing that he used reasonable diligence in the effort to ascertain the residence of the indorser, but without success; and, on the other hand, if, upon inquiry of persons from whom he has fair reason to believe that he can obtain correct information on the subject, he does receive information which he credits and acts upon, he is also excused; see *Lambert v. Ghiselin*, 9 How. 552. In *Sasscer v. Whitely*, 10 Md. 98, a demand at the post-office (though by local custom, it is usually made there, and at the court-house) of a note dated at Baltimore and notice addressed to the indorser at Baltimore, where the notary was unable to