not to be paid at all unless the drafts were honoured, Williamson v. Bennett, 2 Camp. 417; and see Leeds v. Lancashire, *ibid.* 205, as to the effect of the indorsement of other terms, written upon the note at the time of its making, as between the parties to it. And if an instrument, good as a note within the case of Green v. Davies *supra*, contains in addition a promise to pay a contingent demand, it will be deemed entire, and an agreement engrafted upon, and not a promissory note, Bolton v. Dugdale, 4 B. & Ad. 619. So the note must be for the payment of money only, and therefore, in the case of Martin v. Chauntry, 2 Str. 1271, usually cited on this point, it was held on error from the C. B., that a note to deliver up horses and a wharf, and to pay money at a particular day could not be counted on as a note within the Statute. And though the statement of the consideration will not vitiate a note, as if it be made to pay a sum of money so many months after date, "for value received of premises in Rosemary Lane, late in A.'s possession." Bull. N. P. 272, or to pay 50*l.*, "being the portion of a value as under deposited in security for the payment thereof, Hassoullier v. Hartsinck, 7 T. R. 733, yet it is familiar law, that the note must not be made payable out of a particular fund, which may or may not prove productive, Story on Promissory Notes, secs. 25, 26.

The Statute expressly provides that the note must be in writing; but it has always been held that the signature may be in any part of it; as if the note be in the defendant's own writing, "I, A. B., promise to pay" is a sufficient signature, nor is it necessary to state the signing in the declaration, Taylor v. Dobbins, 1 Str. 399. So a man not able to write may sign by his mark, and the execution may be proved from inspection by a person who has seen the party so execute instruments, George v. Surrey, 1 Moo. & Malk. 516. The instances of corporation, banker, &c., are put as examples only, and any person may authorize another to draw in his name, and he will be liable on it, *per* Lord Lyndhurst in Dickenson v.
656 Teague, 4 Tyr. 453, *except of course married women, infants, &c. A promissory note signed by a *feme covert* jointly with her husband cannot be enforced against her at law[2]—a judgment by default against her on such a note is a nullity, and execution against her separate estate will be restrained by injunction, Griffith v. Clarke, 18 Md. 457. As to notes made to a married woman, under the Code as construed in Stockett v. Bird, 18 Md. 484, they may be reduced into possession by the husband during his life; otherwise they survive to her, or go to her representative. And if a bill be drawn payable to a married woman, the drawer cannot deny her right to demand payment, Cathell v. Goodwin, 1 H. & G. 468. The contract of an infant on a bill or note is voidable only, and he may consequently affirm it after coming of age, Chesley v. Taylor, 3 Gill, 251. With regard to agents: a general authority to give releases, receive debts, &c., and even to transact all business for the principal does not authorize an agent to negotiate or indorse bills, Hogg v. Smith, 1 Taunt. 347; Murray v. East India Company, 5 B. & A. 204. But an agent for this pur-

[2] *Contra*, of course, since the Act of 1872, ch. 270, (Code 1888, Art. 45, sec. 2). See now Code 1911, Art. 45, sec. 5.