pose may be constituted by parol, and his authority may be inferred from circumstances. The principal in such a case is said to make or indorse *per procuration*, and those words are notice of a special authority, and if it be exceeded no action lies against the principal. And before a promissory note executed by an agent is admissible in evidence, it is necessary to prove as well his authority as his signature, Savage Manufacturing Co. v. Worthington, 1 Gill, 284. But agents should be careful how they draw notes for their principals, for where an agent makes a promissory note to a third person in terms sufficient to bind himself as principal, the mere addition of the word agent, or other description of his office or capacity, to his signature does not change the legal effect of the promise, Sumwalt v. Ridgely, 20 Md. 107.

A note payable to blank order authorizes the holder to insert his own name in it, Boyd v. McCann, 10 Md. 118; see, however, Sumwalt v. Ridgely *supra*. Indorsements are generally of two kinds: in full and in blank. An indorsement in full transfers the legal interest in the note to the indorsee. He alone can sue, and he cannot use the name of the payee who has transferred his interest; though if a note, duly indorsed in full, should, in a regular course of commercial dealing, come back to a prior indorser or the payee, he may strike out the indorsement and sue in his own name, Whiteford v. Burckmyer, 1 Gill, 127; Bowie v. Duvall, 1 G. & J. 175. A. makes a note payable to B. or order. B. indorses it in full for value received to C. C. sues in B.'s name, and strikes out the indorsement just before the jury are sworn. And held that the action would not lie, as B. had parted with his interest, and there was no evidence that he was the holder of the note, Bowie v. Duvall. On the other hand, it has been held that if a party buys a note after its maturity, without taking an indorsement, he cannot sue in his own name upon the note, but must sue in the name of the party from whom he bought, in whom the legal title remains for his use. The entry of the suit to the use of the purchaser may be made at the time of or after bringing suit; but it is not necessary at all. And the purchase of a note may be made before or after suit brought on it, Williamson v. Allen, 2 G. & J. 344. An indorsement "for collection" is notice to the party, to whom the bill is sent for collection by the indorsee of his agency, and consequently the former cannot retain the proceeds for the general balance of his account with the agent, Cecil Bank v. Farmers' Bank, 22 Md. 148.

It was formerly holden that a blank indorsement transferred no interest in the note, without some further act done by the holder at or before the trial; and so a note having been indorsed in full, the last of the indorsements being to the plaintiff, who had indorsed it in blank but had retained it, and was the holder at the * time of trial, it was held **657** that he had not parted with any interest in it by so indorsing in blank, Kierstead v. Rogers, 6 H. & J. 282. But now by the Act of 1825, ch. 35, Code, Art. 14, sec. 8,[3] it is provided, that no judgment of any Court, rendered in any suit on a bill of exchange, promissory note, or other negotiable instrument, shall be reversed or in any way set aside, on appeal or writ

[3] Code 1911, Art. 13, sec. 8.