II. A bill of exchange is a simple contract and not a specialty, and before this Act was held to be within the Statute of Limitations, Renew v. Axton, Carth. 3; nor is it such a matter of account as comes within the exception of that Statute relating to merchants' accounts, Chevely v. Bond, Carth. 226. The period of limitations with us is three years. On a note payable such a time after date, *non assumpsit infra tres * annos* **658** is not a proper plea, Murdock v. Winter, 1 H. & G. 471. Upon a note payable on demand limitations run from its date; but on a certificate of deposit, payable on *demand and return of the certificate*, only from the time of demand, Fell's Point Savings Bank v. Weedon, 18 Md. 320.

III. It has lately been determined that building associations, at least those incorporated under the Act of 1868, ch. 471,[6] may issue promissory notes, and that a *bona fide* holder for value may recover upon such notes, though fraudulently issued by the officers of such corporations, Davis v. West Saratoga Building Union No. 3, 32 Md. 285.[7] But if a corporation is not authorized by its charter to become surety on a note, it will be a nullity as to the corporation, Savage Manufacturing Company v. Worthington, 1 Gill, 284.

IV. See the note to 9 & 10 W. 3, c. 17, s. 1.

V. Although these words are so strong, it was settled soon after the passage of the Act, that an acceptance of or promise to accept an *existing* bill (Johnson v. Collings, 1 East, 98) by any collateral writing, as a letter, and even by parol, was equally binding with an acceptance on the face of the bill, except to charge the drawer with damages and costs, Lumley v. Palmer, 2 Str. 1000. But this is to be understood only where the terms of the letter do not admit of doubt. And therefore where the drawer wrote to the drawee saying that he had valued on him for the amount, "which please to honour," to which the drawee answered, "the bill shall have attention," it was held that these words were too ambiguous and did not amount to an acceptance, Rees v. Warwick, 2 B. & A. 113. The law in England is now otherwise by 19 & 20 Vict. c. 97, which requires the acceptance of any bill of exchange, inland or foreign, to be in writing on such bill, or on one of the parts of the bill if there be more than one, and signed by the acceptor or some one duly authorized by him.

VI. See the note to 9 & 10 W. 3, c. 17.

VII. Where the holder of a bill of exchange, upon its being dishonoured, received part payment, and for the residue another bill of exchange, drawn and accepted by persons not parties to the original bill, and afterwards sued the drawer and acceptor upon the original bill, it was held sufficient for him to prove presentment of the substituted bill to the acceptor for payment, and its dishonour, without proving that he gave notice of the dishonour to the drawer of the substituted bill, Bishop v. Rowe, 3 M. & S. 362. So where the defendant being indebted to the plaintiffs for goods sold, and C. being indebted to the defendant, the plaintiffs, with the consent of the defendant, drew a bill on C. payable at two months, which C. accepted, but afterwards dishonoured, it was held that the de-

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[6] Code 1904, Art. 23, sec. 20, class 5.

[7] See now Code 1911, Art. 23, sec. 143.