OPINION.

File No. 449 Continued.

name. The right of the principal to sue is superior to that of the agent, and the principal may give notice to a purchaser not to pay over to the agent; and payment to the agent, after such notice, would not discharge the purchaser, except to the extent of any lien the agent might have. See Mechen on Agency, Section 772 &c., and Miller vs. Lea, 35 Md., 405.

670 In the present case, therefore, where the principal was not undisclosed, as shown by the fact the Bruns' bill-heads described him as agent for the New York Company, and as shown by Mr. Quick's knowledge on the subject, I think that the Water Department would be perfectly safe in paying the money direct to Keuffel & Esser.

671 The only question that could possibly arise would be whether Mr. Quick could be mistaken in thinking Bruns the agent of the New York firm. In other words, whether Bruns was really in business on his own account and simply bought his goods from Keuffel & Esser, as in Carroll's case, 88 Md., 317.

672 In view of the statement on Bruns' letter-heads, and in view of what seems to be Mr. Quick's knowledge of the matter, I have assumed that there is no question of Bruns' agency. It might, however, be safer to obtain some expression from Bruns himself about this, if possible, and to that end Mr. Quick might notify him that he intends to pay the money to Keuffel & Esser, and see whether he raises any objection to it. I only suggest that out of abundant caution, as I have no reason to assume that Mr. Quick is mistaken in supposing Bruns to be the agent, and, if he is correct in this, then the City would certainly be safe in paying Keuffel & Esser direct.

Very truly yours,

(Signed) Albert C. Ritchie.

Third Assistant City Solicitor.