

from any person so intrusted with the same, or to whom the same may be consigned, or who may be intrusted with and in possession of any such bill of lading, storekeeper's or inspector's certificate, order for the delivery of goods, or other such document showing possession, without notice as aforesaid, as a security for any debt or demand existing before the time of such deposit or pledge, then such person shall acquire such right, title or interest as was possessed and might have been enforced by the person from whom he received the same, and no more.

An. Code, sec. 6. 1904, sec. 6. 1888, sec. 6. 1825, ch. 182, sec. 5.

6. Any person or body corporate may take any goods, wares or merchandise, or any such document as aforesaid, in deposit or pledge as a security for a pre-existing debt or demand from such agent or factor, knowing him to be such, but with such notice such person or body corporate shall only acquire the right or interest therein which was possessed by such agent or factor at the time of the deposit or pledge; but if such person or body corporate shall have notice that such agent or factor had no authority from his principal to pledge or deposit the same or to part with the possession thereof, in such case such person or body corporate shall acquire no right or interest therein.

An. Code, sec. 7. 1904, sec. 7. 1888, sec. 7. 1825, ch. 182, sec. 7.

7. In all cases where an agent or factor shall have made a contract for the sale of goods, wares or merchandise, or shall have delivered the same in pursuance of any such contract to any person or body corporate, and shall, before the payment of the purchase money for the same, have become insolvent, the principal or owner of the said goods may demand and receive the said purchase money from the person or body corporate indebted therefor, and such person or body corporate shall have no benefit of set-off in any action which may be brought for the recovery of the same, unless such claim or set-off shall have arisen in a course of dealing with the said agent or factor acting as such for the same principal or owner, or from previous advances of money or materials found, or work or labor done for the use or advantage of the said principal or owner.

This section was intended to apply to cases of sales made by agents known to be acting as such, and does not restrict the right of set-off in cases of sales made by agents supposed to be acting as principals. This section held to have no application. *Miller v. Lea*, 35 Md. 408.

As to pleading "set-off," see art. 75, secs. 16 and 17.

An. Code, sec. 8. 1904, sec. 8. 1888, sec. 8. 1825, ch. 182, sec. 8.

8. In no case shall any claim or demand of set-off of a debt due by any agent or factor be allowed against his principal in favor of any person or body corporate receiving goods, wares or merchandise as aforesaid, in pursuance of a contract of sale or in deposit or pledge, unless such person or body corporate shall have contracted for or received the same on deposit or pledge, without knowledge that such agent or factor had no authority to sell or deposit the same.