

An. Code, sec. 14. 1904, sec. 14. 1888, sec. 14. 1849, ch. 293, sec. 2.

14. Whenever any commission merchant, factor, agent or other consignee, shall be discharged under the insolvent laws of this State, no agricultural produce which may have been consigned to him for sale, and which may be on hand at the time of his application and discharge, not sold to a fair and *bona fide* purchaser for a valuable consideration, shall pass to the trustee of said insolvent, or be in any wise answerable for his debts; but all such agricultural produce so on hand at the time of such application and discharge shall be the property of the grower, producer or other owner who shall have consigned the same.

An. Code, sec. 15. 1904, sec. 15. 1888, sec. 15. 1849, ch. 293, sec. 3.

15. Nothing contained in the three preceding sections shall in any manner impair any right of lien which any commission merchant, factor or agent may have acquired or be entitled to for advances *bona fide* made, either in money or goods, to any such grower, producer or owner, on the faith and security of such consignment; but such right of lien shall remain as at common law and mercantile usage.

An. Code, sec. 16. 1904, sec. 16. 1888, sec. 16. 1825, ch. 182, sec. 6.

16. Nothing contained in this article shall deprive any principal or owner of goods, wares or merchandise, of any remedy at law or in equity, which he might have against his agent or factor on any matter or contract between them, or for the violation of any engagement, duty or debt, for which such agent or factor has heretofore been liable at law and in equity, subject, nevertheless, to the right of such agent or factor to be allowed the benefit of any payments of any debt or damages received and paid from and on such contracts as aforesaid, by any other person or body corporate.

An. Code, sec. 17. 1910, ch. 178 (p. 5).

17. Whenever, in the absence of special agreement to the contrary, a real estate broker employed to sell, buy, lease or otherwise negotiate real or leasehold estates or mortgages, or loans thereon, procures in good faith a purchaser, seller, lessor or lessee, mortgagor or mortgagee, borrower or lender, as the lease¹ may be, and the person so procured is accepted as such by the employer, and enters into a valid, binding and enforceable written contract of sale, purchase, lease, mortgage, loan or other contract, as the case may be, in terms acceptable to the employer, and such contract is accepted by the employer and signed by him, the broker shall be deemed to have earned the customary or agreed commission, as the case may be, whether or not the contract entered into be actually into effect, unless the performance of such contract be prevented, hindered or delayed by any act of the broker.

To entitle the broker to commissions, his negotiations must be the ultimate cause of the sale; he is not entitled to commissions where no sale is made unless the purchaser is able, ready and willing to take the property upon the terms specified. If no contract of sale is executed between the owner and the purchaser, the broker must show not only that he procured a person who was ready, willing and able to

¹ Evidently a typographical error.