

(a) Where delivery of the goods has been made to the buyer, or to a bailee for the buyer, in pursuance of the contract, and the property in the goods has been retained by the seller merely to secure performance by the buyer of his obligations under the contract, the goods are at the buyer's risk from the time of such delivery.

(b) Where delivery has been delayed through the fault of either buyer or seller, the goods are at the risk of the party in fault as regards any loss which might not have occurred but for such fault.

The situation for which sub-sec. (b) of this section provides is rather for a delay of delivery of goods through fault of either buyer or seller than for such a refusal to accept goods or to pay for them as amounts to a breach of contract. See notes to sec. 41. *Rylance v. Walker Co.*, 129 Md. 484.

This section referred to—see notes to secs. 39 and 40. *Agri Mfg. Co. v. Atlantic Fertilizer Co.*, 129 Md. 46.

This section referred to in holding that where a railroad company purchased certain pilings under an agreement to inspect the pilings and furnish cars therefor, but failed to do so in a reasonable time, and pilings were swept away by a freshet, railroad company was liable for the ensuing loss. *B. & O. R. R. Co. v. Carter*, 133 Md. 554.

See notes to sec. 41.

An. Code, sec. 44. 1910, ch. 346, sec. 41 (p. 280).

44. (1) Subject to the provisions of this sub-title, where goods are sold by a person who is not the owner thereof, and who does not sell them under the authority or with the consent of the owner, the buyer acquires no better title to the goods than the seller had, unless the owner of the goods is by his conduct precluded from denying the seller's authority to sell.

(2) Nothing in this sub-title, however, shall affect:

(a) The provisions of any factor's acts recording acts, or any enactment enabling the apparent owner of goods to dispose of them as if he were the true owner thereof.

(b) The validity of any contract to sell, or sale under any special common law or statutory power of sale, or under the order of a court of competent jurisdiction.

An. Code, sec. 45. 1910, ch. 346, sec. 42 (p. 280).

45. Where the seller of goods has a voidable title thereto, but his title has not been avoided at the time of the sale, the buyer acquires a good title to the goods; provided, he buys them in good faith, for value, and without notice of the seller's defect of title.

An. Code, sec. 46. 1910, ch. 346, sec. 43 (p. 280).

46. Where a person having sold goods continues in possession of the goods, or of negotiable documents of title to the goods, the delivery or transfer by that person, or by an agent acting for him, of the goods or documents of title under any sale, pledge or other disposition thereof, to any person receiving and paying value for the same in good faith and without notice of the previous sale, shall have the same effect as if the person