

corded; and such recording shall be sufficient to give actual or constructive notice to third persons when a memorandum of the paper writing, setting forth the date thereof, the amount due thereon, when and how payable and a brief description of the goods and chattels therein mentioned shall have been recorded, but it shall not be necessary that said paper writing be acknowledged or an affidavit made to the consideration therein expressed as in the case of bills of sale.

Where there is not only constructive notice of the character of the sale as between the original vendor and the vendee, but actual knowledge as well, this section does not cover the case. Question of whether letter constituted a sales agent for the jury. *Oil Tank Co. v. Middlekauff*, 140 Md. 218.

If an agreement of conditional sale is not recorded, it is invalid as to third parties and cannot be upheld as prior to a lien upon an automobile for repairs. Claim that lien was lost by removal of car from shop. *The Winton Company v. Meister*, 133 Md. 320.

A bankrupt trustee may assert the invalidity of an unrecorded contract reserving title to certain supplies sold, as against third parties. Design of this section. *Roberts & Co. v. Robinson*, 141 Md. 41.

A lien for repairs made at the instance of the purchaser of an automobile, upheld, although the lienor had constructive notice of the reservation of title in the seller by an agreement recorded under this section; agency. *Myers v. Auto Co.*, 143 Md. 109.

The United States held under the facts not to be a "third person" within the meaning of this section. Auto truck in which liquor was being illegally transported delivered to vendor though conditional contract of sale was unrecorded. Maryland cases reviewed. *United States v. Torres*, 291 Fed. (D. Ct. Md.) 138.

Forms of Conveyancing.

An. Code, sec. 54. 1904, sec. 52. 1888, sec. 51. 1856, ch. 154, secs. 26, 62.

56. The following forms shall be sufficient to convey real or personal property:

Form of a Deed conveying a fee simple in Real Estate.

This deed, made this _____ day of _____, in the year _____, by me, (here insert the name of the grantor,) witnesseth, that in consideration of, (here insert consideration,) I, the said _____, do grant unto (here insert the name of grantee,) all that (here describe the property).

Witness my hand and seal.

Test:

A B.

[SEAL.]

This section referred to in construing secs. 10 and 32. *Carrico v. Farmers', etc., Bank*, 33 Md. 244.

An. Code, sec. 55. 1904, sec. 53. 1888, sec. 52. 1856, ch. 154, sec. 63.

Form where Married Woman is a Party.

57. This deed, made this _____ day of _____, in the year _____, by us, _____ and _____, his wife, witnesseth, that in consideration of _____, we, the said _____ and his wife, do grant unto _____

Witness our hands and seals.

Test:

A B.

[SEAL.]