

or drawer an amount equal to such item or items, and such drawee or payor shall fail or close for business as above, after having charged such item or items to the account of the maker or drawer thereof or otherwise discharged his liability thereon but without such item or items having been paid or settled for by the drawee or payor either in money or by an unconditional credit given on its books or on the books of any other bank, which has been requested or accepted so as to constitute such drawee or payor or other bank debtor therefor, the assets of such drawee or payor shall be impressed with a trust in favor of the owner or owners of such item or items for the amount thereof, or for the balance payable upon a number of items which have been exchanged, and such owner or owners shall be entitled to a preferred claim upon such assets, irrespective of whether the fund representing such item or items can be traced and identified as part of such assets or has been intermingled with or converted into other assets of such failed bank.

(3) Where an agent collecting bank other than the drawee or payor shall fail or be closed for business as above, after having received in any form the proceeds of an item or items entrusted to it for collection, but without such item or items having been paid or remitted for by it either in money or by an unconditional credit given on its books or on the books of any other bank which has been requested or accepted so as to constitute such failed collecting or other bank debtor therefor, the assets of such agent collecting bank which has failed or been closed for business as above shall be impressed with a trust in favor of the owner or owners of such item or items for the amount of such proceeds and such owner or owners shall be entitled to a preferred claim upon such assets, irrespective of whether the fund representing such item or items can be traced and identified as part of such assets or has been intermingled with or converted into other assets of such failed bank.

The fact that a check was certified by a bank before the appointment of a receiver therefor did not impress the funds of the bank with a trust, so as to give a preference to the holder in the payment from the funds in the hands of the receiver. *Construction Co. v. Page*. 162 Md. 355.

Cited but not construed in *Ghingher v. Western Md. Ry. Co.*, 166 Md. 57.

1929. ch. 454, sec. 96.

**96. *Act Not Retroactive.*** The provisions of this sub-title shall not apply to transactions taking place prior to the time when it takes effect.

1929. ch. 454, sec. 97.

**97. *Cases Not Provided for in Act.*** In any case not provided for in this sub-title the rules of law and equity, including the law merchant and those rules of law and equity relating to trusts, agency, negotiable instruments and banking, shall continue to apply.

1929. ch. 454, sec. 98.

**98. *Uniformity of Interpretation.*** This sub-title shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.