

at or before the time of any advance of such money or negotiable security, or of such receipt of money or negotiable security for which such lien is claimed, that the person so shipping or consigning in his own name or in whose name any goods, wares or merchandise shall be shipped or consigned by any other person is not the actual and *bona fide* owner thereof.

An. Code, 1924, sec. 3. 1912, sec. 3. 1904, sec. 3. 1888, sec. 3. 1825, ch. 182, sec. 2.

3. Any person intrusted with and in possession of any bill of lading, store keeper's or inspector's certificate, order for the delivery of goods, or other document showing possession, shall be deemed the true owner of the goods, wares or merchandise described therein, so far as to give validity to any contract thereafter to be made by such person with any other person or body corporate for the sale or disposal of the said goods, wares or merchandise, or for the pledge or deposit thereof as a security for any money or negotiable instrument advanced or given on the faith of such documents, or any of them; provided, that such person or body corporate shall not have notice by such document or otherwise, that the person so intrusted is not the actual and *bona fide* owner of such goods, wares and merchandise.

If a pledgee takes warehouse receipts upon the face of which the consignee is described as "agent," such description puts the pledgee on notice that the consignee is not the actual and *bona fide* owner. *Thurber v. Cecil National Bank*, 52 Fed. 513.

This section applied. *Farmers, etc., Co. v. Brown*, 87 Md. 1.

As to bills of lading, see art. 14. As to warehouse receipts, see art. 14A.

An. Code, 1924, sec. 4. 1912, sec. 4. 1904, sec. 4. 1888, sec. 4. 1825, ch. 182, sec. 3.

4. Any person or body corporate may contract with any agent or factor intrusted with any goods, wares or merchandise, or to whom the same may be consigned, for the purchase thereof, and may receive the same from such agent, factor or consignee, and pay him therefor; and such contract and payment shall be good against the owner, notwithstanding such person shall have notice that the person making such contract, or on whose behalf such contract is made, is an agent or factor; provided, that such contract and payment be made in the usual course of business, and that when such contract is entered into or payment made, such person or body corporate shall not have notice that such agent or factor is not authorized to sell the goods, wares or merchandise, or receive the purchase money for the same.

A jewelry dealer who has no store but is entrusted by the owner with a ring for the purpose of procuring a match therefor, and failing in that to get an offer of purchase for it, is not an agent or factor within the meaning of this section. This article has no application to other than mercantile transactions. *Levi v. Booth*, 58 Md. 305. And see *Lemp Brewing Co. v. Mantz*, 120 Md. 182.

An. Code, 1924, sec. 5. 1912, sec. 5. 1904, sec. 5. 1888, sec. 5. 1825, ch. 182, sec. 4.

5. If any person or body corporate shall take any goods, wares or merchandise, or any document mentioned in section 3, in deposit or pledge 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.