

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, 1924, sec. 16. 1912, 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, 1924, sec. 17. 1912, 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 lease<sup>1</sup> 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 purchase upon the terms authorized, but also that the owner was advised of that fact and given an opportunity to complete the sale, but did not do so because of his own default. A broker employed to sell real estate occupies a *quasi* fiduciary relation to his employer. *Coppage v. Howard*, 127 Md. 522.

A letter held not to be a definite and unconditional acceptance of a proposition for a loan, and hence the evidence did not bring the case within this section. *Navarre Realty Co. v. Coale*, 122 Md. 501.

Evidence held sufficient to entitle a broker to recover under this section; performance of contract not prevented by any act of plaintiff. *North Avenue Casino v. Ferguson*, 130 Md. 380.

This section not considered for the reason that the transaction involved originated prior to its passage. *Owners Realty Co. v. Cook*, 123 Md. 5.

Although a local law makes it unlawful for a real estate broker to carry on business in Baltimore city without obtaining a license, and in such event makes his contracts for commissions void, the overruling of a demurrer to a declaration in a suit by a Baltimore broker for commissions containing no allegation that he has a license, is not reversible error. *Walking v. Ensor*, 138 Md. 501.

This section was passed to settle the question as to when, in the absence of a special agreement, a broker is entitled to commissions. This section referred to in deciding that the owner was not bound by a contract of sale executed by an "attorney." *Brown v. Hogan*, 138 Md. 268.

This section deals only with commissions on sales of real estate, and hence its application, if any, to a sale of acid phosphate is remote. When broker is entitled to compensation though the contract is not carried out. *Wood v. Standard Phosphate Co.*, 140 Md. 657.

<sup>1</sup> Evidently, a typographical error.