A broker held to be entitled to commissions on amount received as a credit on the contract price of property; waiver by contract. Althouse *v.* Watson, 143 Md. 655.

Cited but not construed in Carrington *v.* Graves, 121 Md. 572.

Contract for loan effective on enforcing contract for sale of property, etc., took agreement out of class of "binding and enforcible contracts" under this section. DeCrette *v.* Mohler, 144 Md. 151.

This section does not apply in cases of sale of real estate and personal property with nothing to show what was paid for either when considered separately. Mullineaux *v.* Voltz, 150 Md. 117.

Direct agreement of vendor and vendee does not disentitle broker to commissions if evidence shows he procured purchasers. Buchholz *v.* Gorsuch, 144 Md. 64.

In action by attorney for commission in procuring one willing to lend money, held that there could be no recovery, since plaintiff failed to assert claim for such services when asked by defendant as to expenses involved, there being no evidence of promise, express or implied, to pay commission for procuring loan. No contract whereby company obligated itself to make loan. Bregel *v.* Cooper, 161 Md. 420.

Cited but not construed in Schapiro *v.* Chapin, 159 Md. 420.

As to real estate broker, see Art. 56.

An. Code, 1924, sec. 18. 1922, ch. 381, sec. 18.

18. Any person or persons, engaged in any mercantile, trading or manufacturing business as an agent or agents, or doing business in any name or under any title or designation other than his or their own name or names, shall, within thirty days from June 1, 1922, or thereafter prior to commencing such business, file in the office of the Clerk of the Circuit Court for the county wherein such business is conducted, or in the office of the Clerk of the Superior Court of Baltimore City, if such business be located in said city, a certificate in writing, under oath, disclosing the true and correct name or names and the address or addresses of the principal or principals or true owner or owners of the said business, the character and location thereof and the name, title or designation under which said business is conducted, the form of which certificate shall be as follows:

State of Maryland, C of ss.:

I, or we, hereby certify that.....,
residing at....., is, or are, the
owner, or owners, of the business of.....,
located and conducted at.....,
in the city, or town, of.....,
in the county of.....,
in the State of Maryland, in the name, or under the style, title or designation of.....

(Signed)

.....

.....

Sworn to and subscribed before me this.....day of
....., 19....

.....

(Official title.)

the oath to which certificate may be taken before any officer authorized under the laws of this state to administer the same.

This section and section 20 have no application except to protect creditors. Unfair competition between taxi companies. Mundon *v.* Taxicab Co., 151 Md. 455.

Where agent or consignee fails to file certificate required by this section, merchandise held by him passes to his trustee in bankruptcy. Business within terms of this section; this section brings case within provision of Bankruptcy Act. *In re* Eichengreen *et al.*, 18 Fed. (2nd), (D. Ct. Md.), 101.

Agreement whereby automobiles were left on consignment with one later becoming bankrupt, to be exhibited and sold by him, held not to be void as against creditors under this section and sec. 20, sec. 9 exempting from operation of these sections goods consigned. *In re* Sachs, 31 Fed. (2nd), 799.