

exist, or any mortgage or assignment of mortgage defectively sworn to or not sworn to at all, shall be and they are hereby made valid to all intents and purposes, as if said mortgage or assignment of mortgage had been in such matters in full conformity with the law in force at the time of such execution. Provided, that any such mortgage or assignment of mortgage is in other respects legal and valid; and provided further, that nothing in the Act of 1918, Chapter 396, shall affect the rights of any *bona fide* purchaser or creditor without notice, who becomes so prior to April 10, 1918.

This section is substantially the same as art. 21, sec. 107.

Vendor's Lien.

An. Code, 1924, sec. 31. 1912, sec. 31. 1910, ch. 216, sec. 30 (p. 203).

32. When any real or personal estate or property shall be hereafter transferred or conveyed, and the purchase money, or any part thereof, shall remain unpaid at the time of the transfer or conveyance, the vendor shall not thereby have a lien or charge on the same for any other or different sum or sums of money than the sum or sums that shall appear to be due on the face of the deed or instrument conveying the same, and be therein, together with the time or times set for the payment thereof, specified and recited; provided, however, nothing herein contained shall be construed to affect in any way any mortgage given by a purchaser or purchasers to secure the payment of all or any part or parts of the purchase money, or in any way affect or postpone the lien of any landlord upon goods or chattels for the satisfaction or security of rent due or accruing.

This section referred to in determining landlord's rights under Statutes 8 Anne, ch. 14, as against attachment of goods of tenant. Termination of tenancy by surrender of leasehold. Violation of art. 83, sec. 97, *et seq.*, in sale by tenant to landlord in payment of rent. Landlord entitled to participate *pari passu*. *Calvert Bldg. Co. v. Winakur*, 154 Md. 527.

Vendor must expressly and specifically retain lien for any unpaid part of purchase money and amount should appear upon face of deed, otherwise lien lost. Fraud; constructive trust. *Morris v. Rasst*, 145 Md. 29.

This section referred to in construing art. 26, sec. 20. *Messinger v. Eckenrode*, 162 Md. 66.

If a mortgage is insufficient in its execution and recording, such recording is not notice to creditors of vendor's lien. *Davis v. Harlow*, 130 Md. 166.

As to purchase money mortgages, see sec. 4.

As to the enforcement of vendors' liens in equity, see art. 16, sec. 247.

See sec. 2 and notes and art. 83, sec. 12.

An. Code, 1924, sec. 32. 1912, sec. 32. 1910, ch. 216, sec. 31 (p. 203).

33. In all deeds or other instruments of writing retaining a lien or charge upon the estate or property thereby conveyed, as provided in the preceding section of this article, there may be inserted a clause authorizing the vendor, his personal representatives or assigns, or any other person to be named therein, to sell the property or estate upon such terms and on such contingencies as may be expressed therein; and where interests in any lien so retained are held under one or more assignments or otherwise, the power of sale shall be held divisible, and he or they holding any such interest who shall first institute proceedings to execute such power shall thereby acquire the exclusive right to sell such property or estate.

See sec. 6, *et seq.*, and notes.

An. Code, 1924, sec. 33. 1912, sec. 33. 1910, ch. 216, sec. 32 (p. 204).

34. All sales made in pursuance of such authority shall be made, reported and confirmed, and the purchase money distributed in the same