

No provision shall be inserted in a negotiable receipt that it is non-negotiable. Such provision, if inserted, shall be void.

Warehouse receipts negotiable. *Continental Trust Co. v. Western Md. Ry. Co.*; 151 Md. 213.

An. Code, 1924, sec. 6. 1912, sec. 6. 1910, ch. 406, sec. 6 (p. 47).

6. When more than one negotiable receipt is issued for the same goods, the word "duplicate" shall be plainly placed upon the face of every such receipt, except the one first issued. A warehouseman shall be liable for all damage caused by his failure so to do to any one who purchased the subsequent receipt for value, supposing it to be an original, even though the purchase be after the delivery of the goods by the warehouseman to the holder of the original receipt.

An. Code, 1924, sec. 7. 1912, sec. 7. 1910, ch. 406, sec. 7 (p. 47).

7. A non-negotiable receipt shall have plainly placed upon its face by the warehouseman issuing it "non-negotiable," or "not negotiable." In case of the warehouseman's failure so to do, a holder of the receipt who purchased it for value, supposing it to be negotiable, may, at his option, treat such receipt as imposing upon the warehouseman the same liabilities he would have incurred had the receipt been negotiable.

This section shall not apply, however, to letters, memoranda or written acknowledgments of an informal character.

See art. 83, sec. 48.

An. Code, 1924, sec. 8. 1912, sec. 8. 1910, ch. 406, sec. 8 (p. 47).

8. A warehouseman, in the absence of some lawful excuse provided by sections 1 to 60, is bound to deliver the goods upon a demand made either by the holder of a receipt for the goods or by the depositor, if such demand is accompanied with:

(a) An offer to satisfy the warehouseman's lien.

(b) An offer to surrender the receipt, if negotiable, with such endorsements as would be necessary for the negotiation of the receipt; and

(c) A readiness and willingness to sign, when the goods are delivered, an acknowledgment that they have been delivered, if such signature is requested by the warehouseman.

In case the warehouseman refuses or fails to deliver the goods in compliance with a demand by the holder or depositor so accompanied, the burden shall be upon the warehouseman to establish the existence of a lawful excuse for such refusal.

In view of this section and of sec. 21, the bailee has the burden of proving due care or of overcoming the presumption of negligence. Rule prior to the adoption of this article. *Prayers. Evidence. Leckie v. Clemens*, 135 Md. 268.

An. Code, 1924, sec. 9. 1912, sec. 9. 1910, ch. 406, sec. 9 (p. 48).

9. A warehouseman is justified in delivering the goods, subject to the provisions of the three following sections, to one who is:

(a) The person lawfully entitled to the possession of the goods, or his agent.

(b) A person who is either himself entitled to delivery by the terms of a non-negotiable receipt issued for the goods, or who has written authority from the person so entitled, either indorsed upon the receipt or written upon another paper; or

(c) A person in possession of a negotiable receipt by the terms of which the goods are deliverable to him or order, or to bearer, or which has been