

of lading, warehouse or storage receipt, or other negotiable instrument, shall be precluded from so recovering by reason of his inability, from any cause, to produce such instrument in evidence at the trial, or surrender the same to the defendant; provided always, that the absence of such instrument shall be sufficiently accounted for, under the ordinary rules of evidence, to allow the introduction of secondary proof of the contents thereof at the trial; and that no judgment thereupon shall be entered for the plaintiff in such suit, until a good and sufficient bond shall have been first filed therein by the plaintiff, or on his behalf, in such penalty and with such surety or sureties as the court shall approve, conditioned to hold and keep the defendant harmless, upon satisfaction of the judgment by him, to the same effect and intent as if said missing instrument were then and there produced and surrendered to him; and the costs in all such cases shall be adjudged by the court, in its discretion, as may be equitable.

Ches. & Ohio Canal Co. v. Blair, 45 Md. 112.

1888, ch. 484.

12. Every bill of exchange, draft or promissory note drawn after April 5, 1888, and purporting to be payable at sight or at presentation, shall, for all purposes whatever, be deemed to be a bill of exchange, draft or promissory note payable on demand without grace.

ARTICLE XIV.

BILLS OF LADING, STORAGE AND ELEVATOR RECEIPTS.

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| <ol style="list-style-type: none"> 1. Bills of lading to be negotiable instruments. 2. Conclusive evidence of their contents. 3. Storage receipts also to be negotiable. | <ol style="list-style-type: none"> 4. When held to be completely issued. 5. Not to be issued until goods are actually delivered. 6. Duplicates; delivery of goods; penalties. 7. Civil remedies upon. |
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1876, ch. 262, sec. 1.

1. All bills of lading and all receipts, vouchers or acknowledgments whatsoever in writing, in the nature or stead of bills of