

remove or permit to be delivered or removed the goods, chattels or commodities in such instrument named or described, or any part thereof, except only to or by the holder of said instrument, or upon his order, and upon the presentation of said instrument with his endorsement in every case, or without cancelling or destroying said instrument in case of complete delivery or removal or endorsing thereon the quantity and description of the goods, chattels or commodities, delivered or removed, and the names of the persons to whom delivered, or by whom removed in case such delivery or removal shall be partial only; and any principal person or corporation or agent or officer of any person or corporation wilfully violating this section or any of the provisions thereof shall be guilty of a misdemeanor, punishable by a fine of not less than one thousand nor more than five thousand dollars in the case of a corporation, and in the case of an individual by a fine of not less than one hundred nor more than five thousand dollars, and imprisonment in the penitentiary for a period of not less than one year, nor more than three years in the discretion of the court; provided, however, that nothing herein contained shall be construed to prohibit the *bona fide* issuing of duplicate receipts, acceptances or other vouchers aforesaid, with the word "duplicate" conspicuously written or printed upon the face thereof, in the stead of any original outstanding receipts, acceptances or other vouchers aforesaid, which may have been lost, destroyed or mislaid.

State v. Bryant, 63 Md. 66.

1890, ch. 223, sec. 119 A.

195. If any person entrusted with any money, drafts or checks, as advances against any grain or other merchandise purchased and stored in any elevator in the city of Baltimore or elsewhere, and for which certificates or receipts have been turned into such elevator or delivered to the parties with whom the same is stored to be shipped and transported from the city of Baltimore to the purchaser of said grain or other merchandise, shall for his own benefit and in violation of good faith neglect or refuse to deliver to the party so entrusting him with said money, drafts or checks, the draft or bills of exchange, with the documents for the shipment of the said cargo of grain or other merchandise, and the policies of insurance upon said grain or other merchandise, as soon as the shipment is completed and bills of lading delivered therefor,