

Penalty for violation

any sack, bag, barrel, box or other package, not expressing truly the component parts of said manures or fertilizers, or expressing a larger percentage of the constituents or either of them mentioned in the next preceding section, than is contained therein, shall be punished by a fine of fifty dollars for the first offence and seventy-five dollars for the second, and each subsequent offence, to be recovered on indictment and conviction in the Circuit Court of Baltimore City or the Circuit Court for the County, within whose jurisdiction said offence may be committed, one-half thereof to be paid to the informer, the other half to the State.

May recover.

That any purchaser of commercial manures or artificially manufactured or manipulated fertilizers, bearing labels as provided for in Section one of this Article, who shall be injured or defrauded by the contents of the sacks, bags, barrels, boxes or other package not conforming in quality and quantity to the labels thereon, may recover from the seller or sellers thereof, in an action of debt, an amount equal to the purchase money of such manure or fertilizer; and in case the purchase is made of an agent of any person or persons residing out of the limits of the State of Maryland, manufacturing, compounding, preparing and furnishing for sale any such commercial manures or fertilizers, the purchaser thereof may at his option proceed by attachment, as now provided for by law in cases of non-residents and absconding debtors, against any property, rights or credits of any person or persons selling, manufacturing, compounding, preparing or furnishing said manures or fertilizers, when such property, rights and credits can be found within the limits of the State of Maryland.

How construed.

4. That the words "commercial manures, artificially manufactured or manipulated fertilizers," shall be taken and construed to include all manures and fertilizers which shall be sold for a greater price than one cent per pound, and that any arrangement or agreement, verbal or written, made by and between any seller and purchaser of said manures or fertilizers, for the purpose of exonerating the seller or manufacturer from liability for a violation of any of the provisions of this Article, shall not exempt such seller, manufacturer, compounder,