

ARTICLE 2.

AGENTS AND FACTORS.

1. This section not applicable to agricultural productions. *Dudley v. Roberts*, 144 Md. 161.
9. See notes to sec. 18.
17. Contract for loan effective on enforcing contract for sale of property, etc., took agreement out of class of "binding and enforceable contracts" under this section *DeCrette v. Mohler*, 144 Md. 151.
This section does not apply in cases of sale of real estate and personal property with nothing to show what was paid for either when considered separately. *Mullineaux v. Voltz*, 150 Md. 117.
Direct agreement of vendor and vendee does not disentitle broker to commissions if evidence shows he procured purchasers. *Buchholz v. Gorsuch*, 144 Md. 64.
In action by attorney for commission in procuring one willing to lend money, held that there could be no recovery, since plaintiff failed to assert claim for such services when asked by defendant as to expenses involved, there being no evidence of promise, express or implied, to pay commission for procuring loan. No contract whereby company obligated itself to make loan. *Bregel v. Cooper*, 161 Md. 420.
Cited but not construed in *Schapiro v. Chapln*, 159 Md. 420.
18. This section and section 20 have no application except to protect creditors. Unfair competition between taxi companies. *Mundon v. Taxicab Co.*, 151 Md. 455.
Where agent or consignee fails to file certificate required by this section, merchandise held by him passes to his trustee in bankruptcy. Business within terms of this section; this section brings case within provision of Bankruptcy Act. *In re Eichengreen et al.*, 18 Fed. (2nd), (D. Ct. Md.), 101.
Agreement whereby automobiles were left on consignment with one later becoming bankrupt, to be exhibited and sold by him, held not to be void as against creditors under this section and sec. 20, sec. 9 exempting from operation of these sections goods consigned. *In re Sachs*, 31 Fed. (2nd), 799.
20. See notes to sec. 18.