

with the document of title, *as agent of the owner*, though such entrustment was brought about by the fraud of the factor; but if the factor has merely possession of the document, never having been entrusted with it, he can convey no title under it.

Though the vendor has delivered the goods on board a vessel, as directed by the buyer, his lien is not lost if he takes or demands a receipt for them in his own name; for the goods are still in his control. But if the vessel belonged to the purchaser, the lien would be lost.

A lien is given only to secure the price of the goods, and a tender of the price puts an end to the lien. And if the goods are on the premises of a third person, not the agent of vendor, and the latter allows the buyer to mark the goods, and take away part of them, that is a sufficient delivery of possession to divest the lien.

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## CHAPTER V.

### REMEDIES AGAINST THE GOODS—STOPPAGE IN TRANSITU.

If the vendor, after delivering the goods to a carrier for delivery to the buyer, finds that the buyer is insolvent, he has a right to retake the goods before they reach the buyer's possession.

The right may be exercised by the vendor; by a factor who has bought goods on his own credit, on discovering that his principal is insolvent; by an agent who is transferee of the bill of lading; by the vendor of an interest in an executory agreement for sale; and by a surety for an insolvent buyer who has paid the vendor. An agent may exercise the right on behalf of his principal; but if the agent has not at the time authority to do so, his act must be ratified by the principal before the transit ends. The right exists though the vendor has received *conditional* payment, as by notes or bills; and though he has received part of the price. But if the contract is apportionable, and part of the goods are paid for, only the goods remain-