

Chapter V.**88.**

Damages for breaches of contract, the measure of which is set out in this section, held to be unliquidated. See notes to article 75, section 13. *Westminster M. & F. Co. v. Coffman*, 123 Md. 624.

90.

In case of a breach of warranty the measure of damages is the difference between the value of the truck in the defective condition warranted against and what it would have been worth if it had been as represented. Evidence as to such damages held improper. *Rittenhouse, W. Auto. Co. v. Kissner*, 129 Md. 110.

After having adopted one of the courses set out in this section, the buyer thereafter may have no other remedy. *Res adjudicata*. *Impervious Products Co. v. Gray*, 127 Md. 69.

Chapter VI.**97.**

Under this section growing crops are chattels. *Willard v. Higdon*, 123 Md. 451.

See notes to section 39.

Sales in Bulk.**100.**

The transfer of partnership assets to a corporation formed by its members held invalid as to creditors because made in disregard of this and the following sections. Where the assets and stock which are so transferred in bulk includes "goods, wares and merchandise" within the purview of this section, it is immaterial whether certain articles bought from the attacking creditor were within that description. Equitable remedy and decree upheld. *Sakelos v. Hutchinson Bros.*, 129 Md. 304.

1916, ch. 371

104. Any vendor of a stock of goods, wares or merchandise under the provisions of Section 100 of this Article, who shall knowingly and willfully make, or deliver, or cause to be made or delivered any statement required by said Section, of which any material portion is false, or shall knowingly and willfully fail to include the names of all the creditors of said vendor and the amounts due each in said statement, shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not more than one thousand dollars (\$1,000) or by imprisonment for not more than one year, or both in the discretion of the Court.