

within this State to demand and receive from the vendor thereof, and if the vendor be a corporation, then from a managing officer or agent thereof, at least five days from the consummation of such bargain or purchase, and at least five days before paying or delivering to the vendor any part of the purchase price or consideration thereof, or any promissory note or other evidence of indebtedness therefor, a written statement under oath, containing the names and addresses of all the creditors of said vendor, together with the amount of indebtedness due or owing, or to become due or owing, by said vendor to each of such creditors, and if there be no such creditors, a written statement under oath to that effect; and it shall be the duty of such vendor to furnish such statement at least five days before any sale or transfer by him of any stock of goods, wares or merchandise in bulk.

This and the following section referred to in an interpleader proceeding. *Horner v. Lehman*, 130 Md. 277.

Secs. 19, 20 and 21 are apparently impliedly repealed by act of 1912, ch. 451—see sec. 100, *et seq.*

See note to sec. 20.

As to fraudulent conveyances, see art. 39B.

An. Code, sec. 20. 1904, sec. 19. 1900, ch. 579, sec. 19. 1906, ch. 421, sec. 19. 1908, ch. 704, sec. 19.

**20.** After having received from the vendor the written statement under oath mentioned in section 19, the vendee shall at least five days before the consummation of such bargain or purchase, and at least five days before paying or delivering to the vendor any part of the purchase price, a consideration therefor, or any promissory note or other evidence of indebtedness for the same, in good faith notify, or cause to be notified, personally or by registered letter, each of the creditors of the vendor named in the said statement provided in section 19 of the proposed purchase by him of such stock of goods, wares or merchandise; and whenever any person shall purchase any stock of goods, wares or merchandise in bulk, or shall pay the purchase price, or any part thereof, or execute or deliver to the vendor thereof, or to his order, or to any person for his use, any promissory note or other evidence of indebtedness for said stock, or any part thereof, without having first demanded and received from his vendor the statement under oath as provided in section 19, and without having notified or caused to be notified all of the creditors of the vendor named in such statement as in section 19 provided, such purchase, sale or transfer shall to any and to all subsisting creditors of the vendor be presumed fraudulent and void.

A sale contrary to sec. 18 of Code of 1904 was held not conclusive evidence of fraud, but that it only threw burden on purchaser to prove transaction *bona fide*. Purchase upheld. *Hart v. Roney*, 93 Md. 433.

See notes to sec. 19.

An. Code, sec. 21. 1906, ch. 421, secs. 20, 21. 1908, ch. 704, secs. 20, 21.

**21.** Any sale or transfer of a stock of goods, wares or merchandise out of the usual or ordinary course of the business or trade of the vendor, or whenever thereby substantially the entire business or trade heretofore conducted by the vendor shall be sold or conveyed or attempted to be sold or conveyed, to one or more persons, shall be deemed a sale in bulk, in con-