

templation of this law. Nothing contained in this or the two foregoing sections shall apply to sales made by executors, administrators, receivers or any public officer conducting a sale in his official capacity, nor to any deed of trust executed for the benefit of creditors.

See note to sec. 19.

Uniform Sales Act.

Chapter I.

An. Code, sec. 22. 1910, ch. 346, sec. 19 (p. 272).

22. (1) A contract to sell goods is a contract whereby the seller agrees to transfer the property in goods to the buyer for a consideration called the price.

(2) A sale of goods is an agreement whereby the seller transfers the property in goods to the buyer for a consideration called the price.

(3) A contract to sell or a sale may be absolute or conditional.

(4) There may be a contract to sell or a sale between one part owner and another.

The validity of conditional sales is recognized by this section and sec. 39; such contracts are not unconscionable nor contrary to public policy. See notes to art. 21, sec. 44. *Dinsmore v. Maag-Wahmann Co.*, 122 Md. 182.

See sec. 97.

An. Code, sec. 23. 1910, ch. 346, sec. 20 (p. 272).

23. Capacity to buy and sell is regulated by the general law concerning capacity to contract, and to transfer and acquire property.

Where necessaries are sold and delivered to an infant, or to a person who by reason of mental incapacity or drunkenness is incompetent to contract, he must pay a reasonable price therefor.

Necessaries in this section mean goods suitable to the condition in life of such infant or other person, and to his actual requirements at the time of delivery.

An. Code, sec. 24. 1910, ch. 346, sec. 21 (p. 273).

24. Subject to the provisions of this sub-title and of any statute in that behalf, a contract to sell or a sale may be made in writing (either with or without seal), or by word of mouth, or partly in writing and partly by words of mouth, or may be inferred from the conduct of the parties.

See notes to sec. 25.

An. Code, sec. 25. 1910, ch. 346, sec. 22 (p. 273).

25. A contract to sell or a sale of any goods or choses in action of the value of fifty dollars or upward shall not be enforceable by action, unless the buyer shall accept part of the goods or choses in action so contracted to be sold, or sold and actually receive the same, or give something in earnest to bind the contract, or in part payment, or unless some note or memorandum in writing of the contract or sale be signed by the party to be charged or his agent in that behalf.