

(2) A thing is done "in good faith" within the meaning of this sub-title when it is in fact done honestly, whether it be done negligently or not.

(3) A person is insolvent within the meaning of this sub-title who either has ceased to pay his debts in the ordinary course of business or can not pay his debts as they become due, whether he has committed an act of bankruptcy or not, and whether he is insolvent within the meaning of the federal bankruptcy law or not.

(4) Goods are in a "deliverable state" within the meaning of this sub-title when they are in such a state that the buyer would, under the contract, be bound to take delivery of them.

The term "goods" includes "industrial growing crops"—see notes to sec. 25. *Wenger v. Grummel*, 136 Md. 81.

The portion of this section defining "goods" referred to in construing sec. 25; see notes thereto. *Stem v. Crawford*, 133 Md. 532.

Under this section growing crops are chattels. *Willard v. Higdon*, 123 Md. 451. See notes to secs. 22 and 39.

An. Code, sec. 98. 1910, ch. 346, sec. 95 (p. 296).

98. None of the provisions of this sub-title shall apply to any sale, or to any contract to sell, made prior to June 1, 1910.

An. Code, sec. 99. 1910, ch. 346, sec. 97 (p. 296).

99. The above sections 22 to 98, inclusive, may be cited as the "Uniform Sales Act."

Sales in Bulk.

An. Code, sec. 100. 1912, ch. 451, sec. 98.

100. It shall be the duty of every person who shall bargain for or purchase any stock of goods, wares or merchandise in bulk for cash or credit 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 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 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 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.

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

The sales in bulk act, as amended, is found in secs. 100-103. This act does not limit rights of creditors to those having merchandise account, but it does not apply to a fee for legal services, which was not a subsisting debt when sale took place.