# ARTICLE 83.

#### SALES AND NOTICES.

# Sales in Bulk.

19-21. Repealed.

100-103. What deemed; regulation of; receiver.

104. False statement under Sec. 100; penalty.

# Exemption from Execution.

8.

Cash surrender value of bankrupt's life insurance policies to which trustee is entitled under Bankruptcy Act, held "property," but not "money payable in nature of insurance." within meaning of this section. *In re* Cooper's Estate, 28 F (2d). (Dist. Ct. Md.) 438

To first note to this section, page 2697, vol. 2, of Code, add: Cf. In re Cooper's Estate, 28 F. (2d), (Dist Ct. Md.), 438.

See art. 9, sec. 33, et seq.

12.

See notes to art. 81, sec. 69.

#### Sales in Bulk.

19-21. Repealed by ch. 504 of the Acts of 1929.

# Uniform Sales Act.

#### Chapter I.

22.

To first note to this section, page 2702, vol. 2, of Code, add: Cf. Motor Car Co. v. First Natl. Bank, 154 Md. 80.

25

Oral contract for sale of tomatoes; charging of seed and fertilizer not regarded as given in earnest to bind contract in absence of evidence that they were so charged by order or acquiescence of defendant. Hearn v. Ruark, 148 Md. 362.

Letter from accredited salesman confirming oral contract of sale is compliance with this section as to seller, but does not bind buyer unless he signs or unless signer is agent of buyer also. Reckord Mfg. Co. v. Massey, 151 Md. 350.

Oral sale of goods of value of \$50 is made enforceable by acceptance of goods; prayers. Defeating buyer's right to reject; evidence. Karwacki v. Holtsberg, 144 Md. 103.

Although order not signed, recognition of order by subsequent letters, held sufficient memorandum. Kahn v. Carl Schoen Silk Corp., 147 Md. 520.

33

Vendor of article manufactured by another, and not inherently dangerous, not liable for injuries to third persons not parties to contract. No benefit of warranty. State v. Cons. Gas, etc., Co., 146 Md. 394.