

**Chapter VI.**

**97.**

Contingent agreement for severance of fixtures, made before fixtures annexed to freehold. *Dairy Co. v. Wrecking Co.*, 146 Md. 322.  
See notes to art. 14A, sec. 25. and to art. 21, sec. 55.

**Sales in Bulk.**

An. Code, 1924, sec. 100. 1912, sec. 100. 1912, ch. 451, sec. 98. 1927, ch. 534, sec. 100.

**100.** It shall be the duty of every person who shall bargain for or purchase, and every agent who shall sell for another, any stock of goods, wares or merchandise of any kind, in bulk, or fixtures, or any goods, wares or merchandise of any kind and fixtures, in bulk, for cash or on credit, before paying to the vendor or his agent any part of the purchase price thereof, or any promissory note or other evidence therefor, (except the payment of a sum not to exceed ten (10) per cent. of the purchase price, as a deposit, as hereinafter provided), or offering such stock or fixtures or stock and fixtures for sale, to demand of, and receive from, such vendor or agent, or if the vendor or agent be a corporation, then from the president, vice-president, secretary, or managing agent of such corporation, a written statement, sworn to substantially as hereinafter provided, of the names and addresses of all the creditors of the said vendor to whom said vendor may be indebted, together with the amount of the indebtedness owing by said vendor to each of such creditors, together with a statement of the order of priority, if any, of payment of said amounts, and an accurate inventory of the stock or fixtures, or stock and fixtures, to be purchased or sold. And it shall be the duty of said vendor or agent to furnish said statement, which shall be verified by an oath to the following effect:

State of Maryland  
County of \_\_\_\_\_ ss;  
City of \_\_\_\_\_

Before me, \_\_\_\_\_ personally appeared (vendor or agent as the case may be), who, being by me first duly sworn upon his oath, doth depose and say that the foregoing statement contains the names of all the creditors of (the name of the vendor), together with their addresses and that the amount set opposite each of said respective names is the amount now owing by (vendor) to such creditors, and that there are no creditors holding claims due or which shall become due for or on account of goods, wares, merchandise, or fixtures, purchased upon credit, or on account of money borrowed to carry on the business of which said stock or fixtures, or stock and fixtures are a part, other than as set forth in said statement, and the facts set out in this affidavit are within the personal knowledge of said affiant.

Subscribed and sworn to before me, this \_\_\_\_\_ day of.....  
.....

.....  
(Title officer taking oath.)