

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.

This section referred to in construing secs. 26 and 97. *Engineering & Machine Co. v. Swindell*, 161 Md. 571.

Under Statute of Frauds, as re-enacted in this section, the enforceability of the agreement depends upon the completeness of the written note, and evidence of parol negotiations cannot be received to add to or modify the terms expressed in writing. *Frey & Son, Inc. v. Magness*, 161 Md. 380.

Objection to oral contract cannot be made for the first time on appeal. *General Motors Truck Co. v. Texas Supply Co.* 64 Fed. (2nd), 527.

Cited but not construed in *Laporte Corp v. Cement Corp.*, 164 Md. 645.

26.

A contract to make a certain firm a special bottle-making machine is a contract for the sale of "future goods" within meaning of this section and sec. 97, and not contract for work and labor. *Engineering & Machine Co. v. Swindell*, 161 Md. 571.

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.

This section referred to in construing secs. 26 and 97. *Engineering & Machine Co. v. Swindell*, 161 Md. 596.

35.

This section referred to in construing secs. 26 and 97. *Engineering & Machine Co. v. Swindell*, 161 Md. 592.

36.

This section referred to in construing secs. 26 and 97. *Engineering & Machine Co. v. Swindell*, 161 Md. 596.

Where purchaser left to seller's judgment the grades and quantity of dynamite proper to produce certain result, implied warranty does apply. *Powder Co. v. Campbell*, 156 Md. 346.

Under this section, "The Quiet May Automatic Oil Burner" held to be a trade name, excluding any implied warranty of fitness for any particular purpose. *May Oil Burner Corp. v. Munger*, 159 Md. 605.

See notes to sec. 33.

Chapter II.

39.

Meaning of F. O. B. Goods at buyer's risk. See notes to sec. 85. *International Co. v. Sun-Maid Co.*, 146 Md. 614.

See notes to art. 83, sec. 22, and to art. 21, sec. 55.

40.

This section referred to in construing secs. 26 and 97. *Engineering & Machine Co. v. Swindell*, 161 Md. 592.

See notes to sec. 39.