

41.

Unrecorded conditional sale contract valid—against whom. This section and secs. 44 and 45 referred to in construing art. 21, sec. 55—see notes thereto. *Stieff v. Wilson*, 151 Md. 600.

See notes to sec. 39.

44.

This section applied in *Winakur v. Sapourn*, 156 Md. 679.

See notes to sec. 41.

45.

See notes to sec. 41.

60.

This section referred to in construing art. 14A, sec. 25—see notes thereto. *Bedding Co. v. Warehouse Co.*, 146 Md. 484.

Chapter III.

65.

As goods were ordered to be delivered at once, purchaser had right to refuse acceptance of part on vendor's refusal to ship balance until payment on account made. *Finkelstein v. Morganstern*, 144 Md. 390.

Buyer entitled under this section to reject an offer of part of the goods bought. *Frey & Son, Inc., v. Magness*, 161 Md. 380.

66.

See notes to sec. 65.

69.

The continued use of oil burners, without request of seller to remove them, held to be legally sufficient to warrant the inference that the buyer had accepted them. *May Oil Burner Corp. v. Munger*, 159 Md. 614.

70.

A prayer asserting a breach of warranty as a defense to an action for the price of the article should refer to the time when the seller was notified of the defect. *May Oil Burner Corp. v. Munger*, 159 Md. 616.

Chapter V.

85.

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

Measure of damages in suit for breach of contract to buy cement from manufacturer. *Laporte Corp. v. Cement Corp.*, 164 Md. 646.

Measure of damages for breach of contract when goods are made up and ready for delivery and when labor necessary to make them ready; prepared cherries. Absence of market. *DeVoine Co. v. International Co.*, 151 Md. 697.

Measure of damages for breach of contract for sale of raisins shipped from California to Baltimore. See notes to sec. 39. *International Co. v. Sun-Maid Co.*, 146 Md. 616.

Measure of damages for breach of contract for sale of silk goods to be specially woven. This section not applicable. *Kahn v. Carl Schoen Silk Corp.*, 147 Md. 530.

88.

Measure of damages for breach of contract for sale of oil; error to calculate loss on gross margin of profit without deducting expenses of resale, etc. *Prayers. Tidewater Oil Co. v. Spoerer*, 145 Md. 154.