

89.

Contract for sale of all scrap from rolling mill for period of five years at price to be determined every three months with reference to Philadelphia market price, held enforceable by specific performance. *Rolling Mill Co. v. Michlovitz*, 157 Md. 65.

90.

Cited but not construed in *Bedding Co. v. Warehouse Co.*, 146 Md. 484.
To the first note to this section, on page 2725, vol. 2, of Code, add *May Oil Burner Corp. v. Munger*, 169 Md. 605.

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.

This section referred to in construing art. 90, sec. 8. *Banking Co. v. Fid. & Dep. Co.*, 165 Md. 678.

This section construed with sec. 26. See notes thereto. *Engineering & Machine Co. v. Swindell*, 161 Md. 571.

This section referred to in construing sec. 89. *Rolling Mill Co. v. Michlovitz*, 157 Md. 68.

Cited but not construed in *McLaue v. State*, 156 Md. 145.

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

City of

ss;

Before me, _____ personally appeared (vendor or agent as the case may be), who, being by me first duly sworn upon his oath, doth