

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.)

If there be no such creditors, the affidavit shall so state.

Thereupon, it shall be the duty of the person who shall bargain for, or purchase, or offer for sale as agent, bargain for or purchase for another, any stock of goods, wares or merchandise, or fixtures of any kind, or of goods, wares or merchandise of any kind and fixtures, in bulk, at least ten (10) days before the completion of said purchase or the payment therefor or undertaking to sell, to notify, personally or by registered mail, each of said creditors of the said vendor of said proposed sale, the price to be paid therefor, the time set for the sale of said goods or fixtures, or goods and fixtures, if same are to be sold at public auction, and the terms and conditions thereof, and a copy of the statement of creditors, their priority as heretofore provided for. Provided, however, that any creditor whose name has been omitted from such statement and who may give written notice of his claim to the purchaser prior to distribution by the purchaser, shall, thereafter, be entitled to share equally with the other creditors entitled to the benefits of this and the succeeding section as to the proceeds of such sale or transfer as are then held by the purchaser.

Failure to notify creditors and give statement under oath, etc., does not invalidate sale as between parties or affect others than subsisting creditors. *Zimmerman v. Garfinkel*, 144 Md. 397 (decided prior to act 1927, ch. 534).

See notes to art. 66, sec. 31.

Sale contrary to art. 83, sec. 19 (now repealed), formerly constituting "Sales in Bulk" law, was held not conclusive evidence of fraud, but that it only threw burden on purchaser to prove transaction bona fide. *Purchase upheld. Hart v. Roney*, 93 Md. 433.

Sec. 19, *et seq.* (now repealed), formerly constituting the "Sales in Bulk" law, referred to in interpleader proceeding. *Horner v. Lehman*, 130 Md. 277.

The failure to comply with the Sales in Bulk Act had no effect as between parties in contract for the sale of stock in trade, shop and equipment of a garage. *Fifer v. Hoover*, 163 Md. 387.

This section and secs. 101-103 cited but not construed in *Atlantic Lumber Corp. v. Waxman*, 162 Md. 193.

An. Code, 1924, sec. 101. 1912, sec. 101. 1912, ch. 451, sec. 99. 1914, ch. 409, sec. 99. 1927, ch. 534, sec. 101. 1929, ch. 567.

**101.** Whenever any person shall bargain for or purchase, or sell as an agent, bargain for or purchase for another, any stock of goods, wares or