

document used in the ordinary course of business in the sale or transfer of goods, as proof of the possession or control of the goods, or authorizing or purporting to authorize the possessor of the document to transfer or receive, either by indorsement or by delivery, goods represented by such document.

“Fault” means wrongful act or default.

“Fungible goods” means goods of which any unit is from its nature or by mercantile usage treated as the equivalent of any other unit.

“Future goods” means goods to be manufactured or acquired by the seller after the making of the contract of sale.

“Goods” include all chattels personal other than things in action or money. The term includes emblements, industrial growing crops, and things attached to or forming a part of the land which are agreed to be severed before sale or under the contract of sale.

“Order” in sections of this sub-title relating to documents of title means an order by indorsement on the document.

“Person” includes a corporation or partnership, or two or more persons having a joint or common interest.

“Plaintiff” includes defendant asserting a right of set-off or counterclaim.

“Property” means the general property in goods, not merely a special property.

“Purchaser” includes a mortgagee or pledgee.

“Purchases” includes taking as a mortgagee or a pledgee.

“Quality of goods” includes their state or condition.

“Sale” includes a bargain and sale as well as a sale and delivery.

“Seller” means a person who sells or agrees to sell goods, or any legal successor in the interest of such person.

“Specific goods” means goods identified and agreed upon at the time a contract to sell or a sale is made.

“Value” is any consideration sufficient to support a simple contract. An antecedent or pre-existing claim, whether for money or not, constitutes value where goods or documents of titles are taken either in satisfaction thereof or as security therefor.

(2) A thing is done “in good faith” within the meaning of this sub-title when it is in fact done honestly, whether it be done negligently or not.

(3) A person is insolvent within the meaning of this sub-title who either has ceased to pay his debts in the ordinary course of business or can not pay his debts as they become due, whether he has committed an act of bankruptcy or not, and whether he is insolvent within the meaning of the federal bankruptcy law or not.

(4) Goods are in a “deliverable state” within the meaning of this sub-title when they are in such a state that the buyer would, under the contract, be bound to take delivery of them.

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. 71.

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

This section construed with sec. 23. See notes thereto. *Engineering & Machine Co. v. Swindell*, 161 Md. 571.

This section referred to in construing sec. 86. *Rolling Mill Co. v. Michlovitz*, 157 Md. 68.

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

The term “goods” includes “industrial growing crops”—see notes to sec. 22. *Wenger v. Grummel*, 136 Md. 81.