

MAINE STATE LEGISLATURE

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REVISED STATUTES

OF THE

STATE OF MAINE

1954

1957 CUMULATIVE SUPPLEMENT

ANNOTATED

IN FIVE VOLUMES

VOLUME 3

**Place in Pocket of Corresponding
Volume of Main Set**

THE MICHE COMPANY
CHARLOTTESVILLE, VIRGINIA
1957

Sec. 5. Selection.—On receipt of written or verbal notice from the clerk or deputy clerk of courts of their respective counties designating the number of jurors required and date on which they are to report for duty, said commissioners shall forthwith select, by such method as will give a fair and just distribution according to population, a sufficient number of persons to perform jury service at the prospective term. Such selection shall be made with reasonable allowances for supernumeraries and for unforeseen causes of inability to attend. Summonses for those so elected shall be prepared by said commissioners and mailed by registered mail, postage prepaid, to each person selected at his regular place of abode. A returned registered receipt shall be sufficient evidence that the person or persons so selected have received the above-named summons. Additional jurors may in like manner be drawn and summoned at any time during a term of court by direction of the presiding justice, and they may be summoned to attend at such time as the court may direct. When, by reason of challenge or other cause, a sufficient number of jurors duly drawn and summoned cannot be obtained for the trial of a cause, the court shall cause jurors to be returned from the bystanders or from the county at large to complete the panel. Such jurors shall be returned by the sheriff or his deputy or such other disinterested person as the court appoints. Grand jurors shall be selected in like manner prior to the first term of the superior court to be held for the transaction of criminal business on or after the 1st day of September annually, and grand jurors shall serve at each criminal term during the year. When the number of grand jurors is reduced by death or otherwise, additional grand jurors may be selected and summoned under direction of the court at any time. (R. S. c. 103, § 3. 1955, c. 405, § 51.)

Effect of amendment.—The 1955 amendment repealed and replaced the third, fourth and fifth sentences of this section, so as to correct a typographical error in the original.

Sec. 8. Fees.—Grand and traverse jurors attending the superior court and jurors attending on any other occasion prescribed by law shall be allowed \$10 for each day's actual attendance, and 10¢ a mile for their travel out and home once each week, to be paid out of the county treasury. (R. S. c. 103, § 6. 1945, c. 193. 1953, c. 148. 1955, c. 412, § 1.)

Effect of amendment.—The 1955 amendment, which was made effective June 1, 1956, increased the fees from \$8 a day and from 8¢ to 10¢ a mile and inserted the words "once each week" near the end of the section.

Chapter 119.

Statute of Frauds. Bulk Sales Act. Conditional Sales. Assignment of Wages. Contracts for Sale of Real Estate.

Statute of Frauds.

Sec. 1. Cases in which promise must be in writing; consideration need not be expressed therein.

II. PROMISE TO ANSWER FOR DEBT, ETC., OF ANOTHER.

B. Original and Collateral Promises.
1. In General.

And in ascertaining to whom credit was extended, etc.

In accord with original. See Delaware Feed Stores v. First Auburn Trust Co., 151 Me. 372, 120 A. (2d) 223.

Manner in which account charged, etc. In accord with original. See Delaware Feed Stores v. First Auburn Trust Co., 151 Me. 372, 120 A. (2d) 223.

IV. CONTRACTS RELATING TO LAND.

E. Part Performance.

2. Sufficiency of Acts of Performance.

Illustrative case.—The plaintiff having

entered upon the premises under what he claims to be a contract, for the purchase of the property, and having met all the terms thereof is entitled to a conveyance, even though that contract was oral. *Bell v. Bell*, 151 Me. 207, 116 A. (2d) 921.

Sec. 2. No action on contract of minor, unless ratified in writing.

III. RATIFICATION.

Wife as "some persons lawfully authorized" to ratify contract.—See *Wright v. Bubar*, 151 Me. 85, 115 A. (2d) 722, hold-

ing that the evidence warranted a finding that defendant's wife was authorized to write letters ratifying contract made while defendant was an infant.

Conditional Sales.

Sec. 9. Agreement that goods sold and delivered to remain the property of seller; record; husband bound only if he signs.

When property subject to a conditional sales agreement as defined in this section is repossessed and sold by the conditional vendor or his assignee, said vendor or assignee shall, upon request of the vendee made at any time, and within 5 days of said request, deliver or mail to the address stated in the request, a statement in writing under oath setting forth: the total amount due the conditional vendor or assignee; the total amount received from the sale of the property; the total amount of the cost of the repossession and sale; the name and address of the purchaser; and the date of the sale.

In all cases where a power of sale has been reserved in a conditional sales contract, the conditional sales vendee shall be given at least 10 days' written notice, mailed to him either at the address stated in such contract, or at his last known place of abode, of the intention of the holder of such contract to sell said property, which notice shall state the date, time and place of such sale. The conditional sales vendor, or his assignee, may be a purchaser at any such public or private sale.

Whoever willfully violates the provisions of either of the preceding two paragraphs shall be punished by a fine not exceeding \$25. (R. S. c. 106, § 8. 1951, c. 349. 1953, c. 159. 1957, c. 383.)

I. GENERAL CONSIDERATION.

Effect of amendment. — The 1957 amendment added the three paragraphs appearing above at the end of the section.

As the first three paragraphs of the section were not changed by the amendment, they are not set out.

III. RECORDATION.

Sale not valid as to third persons unless properly recorded.

An unrecorded conditional sales contract is not valid against the lawful claims of third persons. *Universal C. I. T. Credit Corp. v. Lewis*, 150 Me. 337, 110 A. (2d) 595.