

MAINE STATE LEGISLATURE

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REVISED STATUTES
OF THE
STATE OF MAINE
1954

1955 SUPPLEMENT

ANNOTATED

IN FIVE VOLUMES

VOLUME 4

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

THE MICHIE COMPANY
CHARLOTTESVILLE, VIRGINIA
1955

Chapter 169.

Wills.

Wills.

Sec. 15. Will to be effective, proved and allowed.

Title of devisee dates from testator's death only after will proved and allowed.—The title of a devisee dates from the date of a testator's death only after a will has been proved and allowed, and an assess-

ment against decedent's heirs is valid when made prior to the proof and allowance of a will. *Gray v. Hutchins*, 150 Me. 96, 104 A. (2d) 423.

Chapter 176.

Partition of Real Estate.

Sec. 13. Commissioners appointed.

Commissioners decide questions relating to valuation and division of land.—The legislature has placed in the commissioners, and not in the court, the responsibility

for deciding questions relating to the valuation and division of real estate. *Morse v. Morse*, 150 Me. 174, 107 A. (2d) 496.

Sec. 21. Report; judgment; effect.

The court may confirm, recommit, or set aside, but may not alter or change the report. The final decision upon the partition must come from the commissioners. *Morse v. Morse*, 150 Me. 174, 107 A. (2d) 496.

for partition. *Morse v. Morse*, 150 Me. 174, 107 A. (2d) 496.

Report set aside or recommitted for bias, prejudice or gross error.—If the commissioners reach their result through bias or prejudice, or gross error clearly and unmistakably shown, the report should be set aside or recommitted. *Morse v. Morse*, 150 Me. 174, 107 A. (2d) 496.

Grounds for objection to confirmation.—The report is not final. Commissioners must follow the warrant, and failure so to do is good ground for objection to the confirmation of the report. There must be no irregularities in procedure. Examples are: lack of proper notice by the commissioners; the report not showing equal division as to value; and the appraisal of a building by commissioners when the duty to appraise was not included in the judgment

Unequal allotments. — The action of commissioners in partition will not be set aside on the ground of unequal allotments except in extreme cases. *Morse v. Morse*, 150 Me. 174, 107 A. (2d) 496.

Evidence to be considered by court in passing on objections.—See *Morse v. Morse*, 150 Me. 174, 107 A. (2d) 496.

Chapter 178.

Mortgages of Personal Property. Liens. Pledges.

Liens on Vehicles.

Sec. 62. Liens on vehicles, aircraft and parachutes.

Possession need not be retained for preservation of lien.—Possession need not be retained by a garageman for preservation of his statutory lien for repairs. *Universal C. I. T. Credit Corp. v. Lewis*, 150 Me. 337, 110 A. (2d) 595.

Garageman may treat vendee under un-

recorded conditional sale contract as owner.—Until a conditional sales agreement is properly recorded, a garageman may properly treat a conditional vendee as owner under the lien statutes. *Universal C. I. T. Credit Corp. v. Lewis*, 150 Me. 337, 110 A. (2d) 595.

Repossession by a conditional vendor is not a "changed ownership" within the meaning of the last sentence of this sec-

tion. *Universal C. I. T. Credit Corp. v. Lewis*, 150 Me. 337, 110 A. (2d) 595.

Sec. 63. Lien claim filed in office of town clerk; inaccuracy of statement does not invalidate lien.

Applied in *Universal C. I. T. Credit Corp. v. Lewis*, 150 Me. 337, 110 A. (2d) 595.

Chapter 181.

Principals. Agents. Factors. Partnerships.

Factors and Agents.

Sec. 4. Factors' liens.—If so provided by any written agreement, all factors shall have a continuing general lien upon all materials, goods in process and merchandise from time to time consigned to or pledged with them, whether in their constructive, actual or exclusive occupancy or possession or not, and upon the proceeds resulting from the sale or other disposition of such materials, goods in process and merchandise, for all their loans and advances to or for the account of the person creating the lien, hereinafter called the borrower, together with interest thereon, and also for the commissions, obligations, indebtedness, charges and expenses properly chargeable against or due from said borrower and for the amounts due or owing upon any notes or other obligations given to or received by them for or upon account of any such loans or advances, interest, commissions, obligations, indebtedness, charges and expenses, and such lien shall be valid from the time of filing the notice hereinafter referred to, whether such materials, goods in process or merchandise shall be in existence at the time of the agreement creating the lien or at the time of filing such notice or shall come into existence subsequently thereto or shall subsequently thereto be acquired by the borrower; provided that a notice of the lien is filed stating:

(1955, c. 25, § 1.)

Effect of amendment.—The 1955 amendment deleted, near the end of the opening paragraph of this section, a proviso relating to posting the name of the factor, and a designation of him as factor, on the

premises where the materials, etc., subject to the lien are located. As only the opening paragraph of the section was changed by the amendment, subsections I, II and III are not set out.

Sec. 6. Effect of recording.—Such notice may be recorded at any time after the making of the agreement and shall be effectual from the time of the recording thereof as against all claims of unsecured creditors of the borrower and as against subsequent liens of creditors, except that if, pursuant to the laws of this state, a lien should subsequently attach to the materials, goods in process or merchandise in favor of a processor, dyer, mechanic or other artisan, then the lien of the factor on such materials, goods in process or merchandise shall be subject to such subsequent lien. When materials, goods in process or merchandise subject to the lien provided for by sections 4 to 11, inclusive, are sold in the ordinary course of the business of the borrower, such lien, whether or not the purchaser has knowledge of the existence thereof, shall terminate as to the materials, goods in process or merchandise and shall attach without further act, writing or formality to the accounts receivable or proceeds of such sale in the hands of the borrower. (1945, c. 79. 1955, c. 25, § 2.)

Effect of amendment.—The 1955 amendment substituted, at the end of the second sentence, the words "without further act, writing or formality to the accounts re-

ceivable or proceeds of such sale in the hands of the borrower" for the words "to the proceeds of such sale in the hands of the borrower."