

MAINE STATE LEGISLATURE

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REVISED STATUTES
OF THE
STATE OF MAINE
1954

1957 CUMULATIVE SUPPLEMENT

ANNOTATED

IN FIVE VOLUMES
VOLUME 4

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

THE MICHIE COMPANY
CHARLOTTESVILLE, VIRGINIA
1957

Sec. 12. Definition of express warranty.

Cited in *McNally v. Ray*, 151 Me. 277,
117 A. (2d) 342.

Sec. 14. Implied warranty in sale by description.

Cited in *McNally v. Ray*, 151 Me. 277,
117 A. (2d) 342.

Sec. 15. Implied warranties of quality.

Cited in *McNally v. Ray*, 151 Me. 277,
117 A. (2d) 342.

Transfer of Property and Title. As between Seller and Buyer.**Sec. 18. Property in specific goods passes when parties so intend.**

Cited in *McNally v. Ray*, 151 Me. 277,
117 A. (2d) 342.

Sec. 19. Rules for ascertaining intention.

Cited in *McNally v. Ray*, 151 Me. 277,
117 A. (2d) 342.

Performance of Contract.**Sec. 47. Right to examine goods.**

Cited in *McNally v. Ray*, 151 Me. 277,
117 A. (2d) 342.

Sec. 49. Acceptance does not bar action for damages.

Cited in *McNally v. Ray*, 151 Me. 277,
117 A. (2d) 342.

Chapter 188.**Uniform Negotiable Instruments Act.****Negotiable Instruments in General. Form and Interpretation.****Sec. 14. Blanks; when filled.**

Prima facie imports that the evidence produces for the time being a certain result, but that result may be repelled. *Giles v. Putnam*, 150 Me. 104, 104 A. (2d) 534.

Reasonable time under this section is a mixed question of law and fact. *Giles v. Putnam*, 150 Me. 104, 104 A. (2d) 534.

Chapter 189.**Uniform Trust Receipts Act.**

Sec. 1. Definitions.—In this chapter, unless the context or subject matter otherwise requires:

“Buyer in the ordinary course of trade” means a person to whom goods are sold and delivered for new value and who acts in good faith and without actual knowledge of any limitation on the trustee’s liberty of sale, including one who takes by conditional sale or under a pre-existing mercantile contract with the trustee to buy the goods delivered, or like goods, for cash or on credit. “Buyer in the ordinary course of trade” does not include a pledgee, or mortgagee, a lienor or a transferee in bulk.

“Document” means any document of title to goods.