

# MAINE STATE LEGISLATURE

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(NEW TITLE)  
NEW DRAFT OF: H. P. 167; L. D. 206

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**ONE HUNDRED AND FOURTH LEGISLATURE**

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**Legislative Document**

**No. 1516**

H. P. 1195

House of Representatives, May 16, 1969

Reported by Mr. Berman from Committee on Judiciary. Printed under  
Joint Rules No. 18.

BERTHA W. JOHNSON, Clerk

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**STATE OF MAINE**

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IN THE YEAR OF OUR LORD NINETEEN HUNDRED  
SIXTY-NINE

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**AN ACT Relating to Lack of Privity as a Defense in Action Against  
Manufacturer, Seller or Supplier of Goods.**

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Be it enacted by the People of the State of Maine, as follows:

Sec. 1. R. S., T. 11, § 2-318 repealed and replaced. Section 2-318 of Title 11 of the Revised Statutes is repealed and the following enacted in place thereof:

§ 2-318. When lack of privity no defense in action against  
manufacturer, seller or supplier of goods

Lack of privity between plaintiff and defendant shall be no defense in any action brought against the manufacturer, seller or supplier of goods to recover damages for breach of warranty, express or implied, or for negligence, although the plaintiff did not purchase the goods from the defendant, if the plaintiff was a person whom the manufacturer, seller or supplier might reasonably have expected to use, consume or be affected by the goods.

Sec. 2. R. S., T. 14, § 161, additional. Title 14 of the Revised Statutes is amended by adding a new section 161 to read as follows:

§ 161. When lack of privity no defense in action against manufacturer,  
seller or supplier of goods

Lack of privity between plaintiff and defendant shall be no defense in any action brought against the manufacturer, seller or supplier of goods to recover damages for breach of warranty, express or implied, or for negligence,

although the plaintiff did not purchase the goods from the defendant, if the plaintiff was a person whom the manufacturer, seller or supplier might reasonably have expected to use, consume or be affected by the goods.

**Sec. 3. Application.** This Act shall not be construed to affect any transaction occurring prior to the effective date of this Act.