

MAINE STATE LEGISLATURE

The following document is provided by the
LAW AND LEGISLATIVE DIGITAL LIBRARY
at the Maine State Law and Legislative Reference Library
<http://legislature.maine.gov/lawlib>



Reproduced from scanned originals with text recognition applied
(searchable text may contain some errors and/or omissions)



118th MAINE LEGISLATURE

FIRST REGULAR SESSION-1997

Legislative Document

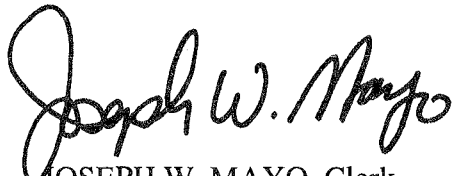
No. 447

H.P. 325

House of Representatives, January 23, 1997

**An Act Regarding Disclosure of Pesticide Use to a Buyer of Blueberry
Land.**

Reference to the Committee on Agriculture, Conservation and Forestry suggested and ordered printed.


JOSEPH W. MAYO, Clerk

Presented by Representative PERKINS of Penobscot. (By Request)

2
4
6
8
10
12
14
16
18
20
22
24
26
28
30
32

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

Sec. 1. 33 MRSA §459 is enacted to read:

§459. Disclosure of pesticide use on blueberry land

1. Disclosure. Prior to execution of a land sale contract, a seller of land that has been used for blueberry cultivation at any time during or before the seller's period of ownership must disclose to the prospective buyer any knowledge the seller has of previous pesticide use on the land whether during or before the seller's period of ownership. Disclosure sufficient to satisfy the requirement of this section may be achieved either orally or by a separate paragraph in the land sale contract using upper-case letters.

2. Enforcement. A prospective buyer of land from a seller who has violated subsection 1 may bring an action against the seller for rescission of the land sale contract. At any time after delivery of the deed to the buyer, the buyer may bring an action against the seller for damages.

SUMMARY

This bill requires a seller of blueberry land to disclose to the prospective buyer any use of pesticides on the land of which the seller has knowledge. This includes knowledge the seller may have about pesticide use that occurred before the seller bought the land. Disclosure may be delivered orally or written in the contract, but may not be hidden in fine-print contract language. The bill gives the buyer the right to rescind the land sale contract, or after delivery of the deed, to recover damages.