

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)

REVISED STATUTES
OF THE
STATE OF MAINE
1954

1959 CUMULATIVE SUPPLEMENT

ANNOTATED

IN FIVE VOLUMES
VOLUME 4

Place in Pocket of Corresponding
Volume of Main Set

THE MICHIE COMPANY
CHARLOTTESVILLE, VIRGINIA
1959

Chapter 185. Uniform Sales Act.

Formation of Contract.

Sec. 2. Capacity; liabilities for necessities.

Quoted in *Spaulding v. New England Furniture Co.*, 154 Me. 330, 147 A. (2d) 916.

Sec. 4. Statute of frauds.

IV. THE ACCEPTANCE.

Delivery of and payment for four carloads of potatoes satisfied the statute of frauds under all oral contract for sale of

ten carloads of potatoes and contract was properly treated as single and entire. *Maine Potato Growers, Inc. v. H. Sacks & Sons*, 152 Me. 204, 126 A. (2d) 919.

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. 4. Determinable future time; what constitutes.—An instrument is payable at a determinable future time, within the meaning of this chapter, which is expressed to be payable:

I. At a fixed period after date or sight; or

II. On or before a fixed or determinable future time specified therein; or