

An. Code, 1924, sec. 37. 1912, sec. 37. 1910, ch. 346, sec. 34 (p. 277).

34. In the case of a contract to sell or a sale by sample:

(a) There is an implied warranty that the bulk shall correspond with the sample in quality.

(b) There is an implied warranty that the buyer shall have a reasonable opportunity of comparing the bulk with the sample, except so far as otherwise provided in section 65 (3).

(c) If the seller is a dealer in goods of that kind, there is an implied warranty that the goods shall be free from any defect rendering them unmerchantable which would not be apparent on reasonable examination of the sample.

Chapter II.

An. Code, 1924, sec. 38. 1912, sec. 38. 1910, ch. 346, sec. 35 (p. 277).

35. Where there is a contract to sell unascertained goods no property in the goods is transferred to the buyer, unless and until the goods are ascertained, but property in an individual share of ascertained goods may be transferred as provided in section 24.

See notes to sec. 38.

An. Code, 1924, sec. 39. 1912, sec. 39. 1910, ch. 346, sec. 36 (p. 277).

36. (1) Where there is a contract to sell specific or ascertained goods, the property in them is transferred to the buyer at such time as the parties to the contract intend it to be transferred.

(2) For the purpose of ascertaining the intention of the parties, regard shall be had to the terms of the contract, the conduct of the parties, usages of trade and the circumstances of the case.

Meaning of F. O. B. Goods at buyer's risk. See notes to sec. 82. *International Co. v. Sun-Maid Co.*, 146 Md. 614.

See notes to sec. 19, and to art. 21, sec. 71.

"Specific goods" are "goods identified and agreed upon at time a contract to sell or a sale is made"—see sec. 94. Sale held not to be of "specific goods" as it related to an undistinguished quantity of seller's regular production. *Agri. Mfg. Co. v. Atlantic Fertilizer Co.*, 129 Md. 46.

See notes to sec. 19.

An Code, 1924, sec. 40. 1912, sec. 40. 1910, ch. 346, sec. 37 (p. 277).

37. Unless a different intention appears, the following are rules for ascertaining the intention of the parties as to the time at which the property in the goods is to pass to the buyer:

Rule 1. Where there is an unconditional contract to sell specific goods, in a deliverable state, the property in the goods passed to the buyer when the contract is made, and it is immaterial whether the time of payment, or the time of delivery, or both, be postponed.

Rule 2. Where there is a contract to sell specific goods and the seller is bound to do something to the goods for the purpose of putting them into a deliverable state, the property does not pass until such thing be done.

Rule 3. (1) When goods are delivered to the buyer "on sale or return," or on other terms indicating an intention to make a present sale, but to give the buyer an option to return the goods instead of paying the price, the property passes to the buyer on delivery, but he may revest the property in the seller by returning or tendering the goods within the time fixed in the contract; or, if no time has been fixed, within a reasonable time.