

37. Implied warranties in sale by sample.

Chapter II.

38. When the property passes — unascertained goods.
39. When the property passes — ascertained goods; intention of parties.
40. Rules for ascertaining intention of parties.
41. When seller reserves right of possession; bill of lading; draft.
42. Sales at auction.
43. At whose risk goods are.
44. Sales by one not the owner or without authority—title of buyer.
45. Buyer's title where seller's title is voidable.
46. Sale by one who continues in possession after sale.
47. Where seller continues in possession, creditors may treat sale as void.
48. Negotiable document of title.
49. When such document may be negotiated by delivery.
50. Negotiation by indorsement.
51. When such document is negotiable notwithstanding words to contrary; qualification.
52. Non-negotiable documents of title—transfer thereof.
53. Who may negotiate document?
54. Title and right acquired by party to whom document is negotiated.
55. Title of transferee.
56. Right of transferee to indorsement.
57. Warranties of indorser or transferor.
58. Liability of indorser limited.
59. When validity of negotiation not impaired.
60. Limitations upon attachment, etc., while goods in hands of bailee.
61. When creditor may have injunction, etc.

Chapter III.

62. Duty of buyer and seller.
63. Delivery and payment concurrent conditions.
64. Place and time of delivery; demand and tender; deliverable state.
65. Delivery of more or less goods than buyer bought; mixed goods; qualification.
66. Delivery in instalments.
67. Delivery to carrier; insurance.
68. Examination before acceptance and payment.
69. When buyer has accepted goods.
70. Effect of acceptance on seller's liability for breach of warranty. Notice to seller.
71. Notice of refusal to accept—need not return.
72. Effect of buyer's neglect to take goods.

Chapter IV.

73. When seller is unpaid; who is "seller"?
74. Rights of unpaid seller.
75. Rights of unpaid seller where he is still in possession.
76. Partial delivery.
77. How unpaid seller loses his lien.
78. Stoppage *in transitu*.
79. When goods are in transit; partial delivery.
80. How stoppage *in transitu* is exercised; notice; bill of lading outstanding.
81. Re-sale by seller; notice.
82. Rescission by seller; notice.
83. Seller's right of lien and stoppage has precedence over sale, etc., by buyer, but not over negotiation of bill of lading.

Chapter V.

84. When seller may sue for price.
85. When seller may sue for non-acceptance; damages.