

1910, ch. 346, sec. 68 (p. 286).

**71.** Unless otherwise agreed, where goods are delivered to the buyer, and he refuses to accept them, having the right so to do, he is not bound to return them to the seller, but it is sufficient if he notifies the seller that he refuses to accept them.

1910, ch. 346, sec. 69 (p. 286).

**72.** When the seller is ready and willing to deliver the goods, and requests the buyer to take delivery, and the buyer does not within a reasonable time after such request take delivery of the goods, he is liable to the seller for any loss occasioned by his neglect or refusal to take delivery, and also for a reasonable charge for the care and custody of the goods. If the neglect or refusal of the buyer to take delivery amounts to a repudiation or breach of the entire contract, the seller shall have the rights against the goods and on the contract hereinafter provided in favor of the seller when the buyer is in default.

#### Chapter IV.

1910, ch. 346, sec. 70 (p. 287).

**73.** (1) The seller of goods is deemed to be an unpaid seller within the meaning of this sub-title:

- (a) When the whole of the price has not been paid or tendered.
- (b) When a bill of exchange or other negotiable instrument has been received as conditional payment, and the condition on which it was received has been broken by reason of the dishonor of the instrument, the insolvency of the buyer, or otherwise.

(2) In this part of this sub-title the term "seller" includes an agent of the seller to whom the bill of lading has been indorsed, or a consignor or agent who has himself paid, or is directly responsible for, the price, or any other person who is in the position of a seller.

1910, ch. 346, sec. 71 (p. 287).

**74.** (1) Subject to the provisions of this sub-title, notwithstanding that the property in the goods may have passed to the buyer, the unpaid seller of goods, as such, has—

- (a) A lien on the goods or right to retain them for the price while he is in possession of them;
- (b) In case of the insolvency of the buyer, a right of stopping the goods *in transitu* after he has parted with the possession of them;
- (c) A right of resale as limited by this sub-title;
- (d) A right to rescind the sale as limited by this sub-title;

(2) Where the property in goods has not passed to the buyer, the unpaid seller has, in addition to his other remedies, a right of withholding delivery similar to and coextensive with his rights of lien and stoppage *in transitu* where the property has passed to the buyer.

See art. 14, sec. 42, and art. 14 A, sec. 49.