29.

See notes to section 39.

33.

The rule declared in this section has long been recognized and applied as a principle of the common law. Certain representations held not to be statements of the seller's opinion only but affirmations of fact relative to the things sold which were intended to induce the buyer to purchase and upon which he relied in purchasing. Rittenhouse, W. Auto Co. *v.* Kissner, 129 Md. 105.

35.

In order to recover for a breach of an implied warranty or in an action of tort, for a false warranty, the plaintiff must by averment and proof bring his case within one of the sections of the Uniform Sales Act. What is a sale of goods "by description." When a warranty is implied. Flaccomio *v.* Eysink, 129 Md. 382.

36.

See notes to section 35.

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38.

See notes to section 41.

39.

"Specific goods" are "goods identified and agreed upon at the time a contract to sell or a sale is made"—see section 97. Sale held not to be of "specific goods" as it related to an undistinguished quantity of the seller's regular production. Agri Mfg. Co. *v.* Atlantic Fertilizer Co., 129 Md. 46.

See notes to section 22.

40.

Where no time is fixed by the parties for the return of property sold in accordance with Rule 3 of this section, the purchaser must give notice of his rejection within a reasonable time; where a horse is purchased in accordance with Rule 3 and the purchaser agrees to let the seller know on Monday whether the horse suits, but merely keeps the horse without rejection until it dies on the following Wednesday, the purchaser is liable for the horse. Rice *v.* Dinsmore, 124 Md. 281.

Where a contract of sale gives the buyer the right to refuse the goods if they do not meet a certain test, and the goods are burned up after they have been put in a car on the buyer's siding and bill of lading turned over to the buyer who has paid for three-fourths of the estimated value of the material, but the goods have not yet been tested by the buyer, there being no undue delay in arranging such test, the loss falls on the seller. Evidence. Usage. Agri Mfg. Co. *v.* Atlantic Fertilizer Co., 129 Md. 46.

The fact that the buyer of a horse communicates to the seller that the horse is slightly ill and being attended by the buyer's veterinarian is not evidence of the performance by the buyer of his agreement to notify the seller of his acceptance or rejection of the horse. Dinsmore *v.* Rice, 128 Md. 209.

See notes to section 41.