

the goods, nor any statement purporting to be a statement of the seller's opinion only shall be construed as a warranty.

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 seller's opinion only but affirmations of fact relative to things sold which were intended to induce buyer to purchase and upon which he relied in purchasing. *Rittenhouse, W. Auto Co. v. Kissner*, 129 Md. 105.

An. Code, sec. 34. 1910, ch. 346, sec. 31 (p. 276).

34. In a contract to sell or a sale, unless a contrary intention appears, there is:

(1) An implied warranty on the part of the seller that in case of a sale he has a right to sell the goods, and that in case of a contract to sell, he will have a right to sell the goods at the time when the property is to pass.

(2) An implied warranty that the buyer shall have and enjoy quiet possession of the goods as against any lawful claims existing at the time of the sale.

(3) An implied warranty that the goods shall be free at the time of the sale from any charge or encumbrance in favor of any third person not declared or known to the buyer before or at the time when the contract or sale is made.

(4) This section shall not, however, be held to render liable a sheriff, auctioneer, mortgagee or other person professing to sell by virtue of authority in fact or law goods in which a third person has a legal or equitable interest.

An. Code, sec. 35. 1910, ch. 346, sec. 32 (p. 276).

35. Where there is a contract to sell or a sale of goods by description, there is an implied warranty that the goods shall correspond with the description, and if the contract or sale be by sample, as well as by description, it is not sufficient that the bulk of the goods corresponds with the sample if the goods do not also correspond with the description.

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

An. Code, sec. 36. 1910, ch. 346, sec. 33 (p. 276).

36. Subject to the provisions of this sub-title and of any statute in that behalf, there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract to sell or a sale, except as follows:

(1) Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required, and it appears that the buyer relies on the seller's skill or judgment (whether he be the grower or manufacturer or not), there is an implied warranty that the goods shall be reasonably fit for such purpose.

(2) Where the goods are bought by description from a seller who deals in goods of that description (whether he be the grower or manufacturer