

This presumption is applicable, although by the terms of the contract the buyer is to pay the price before receiving delivery of the goods, and the goods are marked with the words "collect on delivery," or their equivalents.

Rule 5. If the contract to sell requires the seller to deliver the goods to the buyer, or at a particular place, or to pay the freight or cost of transportation to the buyer, or to a particular place, the property does not pass until the goods have been delivered to the buyer or reached the place agreed upon.

Where no time is fixed by parties for return of property sold in accordance with rule 3 of this section, purchaser must give notice of his rejection within a reasonable time; where a horse is purchased in accordance with rule 5 and purchaser agrees to let seller know on Monday whether horse suits, but merely keeps horse without rejection until it dies on the following Wednesday, purchaser is liable for horse. *Rice v. Dinsmore*, 124 Md. 281.

Where a contract of sale gives buyer the right to refuse goods if they do not meet a certain test, and goods are burned up after they have been put in a car on buyer's siding and bill of lading turned over to buyer who has paid for three-fourths of the estimated value of the material, but goods have not yet been tested by buyer, there being no undue delay in arranging such test, loss falls on seller. Evidence. Usage. *Agri. Mfg. Co. v. Atlantic Fertilizer Co.*, 129 Md. 46. And see *Rylance v. Walker*, 129 Md. 481; *B. & O. R. R. Co. v. Carter*, 133 Md. 554.

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

See notes to sec. 41.

An. Code, sec. 41. 1910, ch. 346, sec. 38 (p. 278).

41. (1) Where there is a contract to sell specific goods or where goods are subsequently appropriated to the contract, the seller may, by the terms of the contract or appropriation, reserve the right of possession or property in the goods until certain conditions have been fulfilled. The right of possession or property may be thus reserved, notwithstanding the delivery of the goods to the buyer, or to a carrier, or other bailee, for the purpose of transmission to the buyer.

(2) Where goods are shipped and by the bill of lading the goods are deliverable to the seller or his agent, or to the order of the seller, or of his agent, the seller thereby reserves the property in the goods. But if, except for the form of the bill of lading, the property would have passed to the buyer on shipment of the goods, the seller's property in the goods shall be deemed to be only for the purpose of securing performance by the buyer of his obligations under the contract.

(3) Where goods are shipped and by the bill of lading the goods are deliverable to the order of the buyer or of his agent, but possession of the bill of lading is retained by the seller or his agent, the seller thereby reserves a right to the possession of the goods as against the buyer.

(4) Where the seller of goods draws on the buyer for the price and transmits the bill of exchange and bill of lading, together, to the buyer to secure acceptance or payment of the bill of exchange, the buyer is bound to return the bill of lading if he does not honor the bill of exchange, and if he wrongfully retains the bill of lading he acquires no added right