

goods to a carrier, whether named by the buyer or not, for the purpose of transmission to the buyer, is deemed to be a delivery of the goods to the buyer, except in the cases provided for in section 37, rule 5, or unless a contrary intent appears.

(2) Unless otherwise authorized by the buyer, the seller must make such contract with the carrier on behalf of the buyer as may be reasonable, having regard to the nature of the goods and the other circumstances of the case. If the seller omits so to do and the goods are lost or damaged in course of transit, the buyer may decline to treat the delivery to the carrier as a delivery to himself, or may hold the seller responsible in damages.

(3) Unless otherwise agreed, where goods are sent by the seller to the buyer under circumstances in which the seller knows or ought to know that it is usual to insure, the seller must give such notice to the buyer as may enable him to insure them during their transit, and if the seller fails to do so, the goods shall be deemed to be at his risk during such transit.

An. Code, 1924, sec. 68. 1912, sec. 68. 1910, ch. 346, sec. 65 (p. 286).

**65.** (1) Where goods are delivered to the buyer, which he has not previously examined, he is not deemed to have accepted them unless and until he has a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the contract.

(2) Unless otherwise agreed, when the seller tenders delivery of goods to the buyer, he is bound, on request, to afford the buyer a reasonable opportunity of examining the goods for the purpose of ascertaining whether they are in conformity with the contract.

(3) Where goods are delivered to a carrier by the seller, in accordance with an order from or agreement with the buyer, upon the terms that the goods shall not be delivered by the carrier to the buyer until he has paid the price, whether such terms are indicated by marking the goods with the words "collect on delivery," or otherwise, the buyer is not entitled to examine the goods before payment of the price, in the absence of agreement permitting such examination.

This section referred to—see notes to secs. 36 and 37. *Agri. Mfg. Co. v. Atlantic Fertilizer Co.*, 129 Md. 50.

See notes to sec. 22.

An. Code, 1924, sec. 69. 1912, sec. 69. 1910, ch. 346, sec. 66 (p. 286).

**66.** The buyer is deemed to have accepted the goods when he intimates to the seller that he has accepted them, or when the goods have been delivered to him, and he does any act in relation to them which is inconsistent with the ownership of the seller, or when, after the lapse of a reasonable time, he retains the goods without intimating to the seller that he has rejected them.

The continued use of oil burners, without request of seller to remove them, held to be legally sufficient to warrant the inference that the buyer had accepted them. *May Oil Burner Corp. v. Munger*, 159 Md. 614.

See notes to sec. 33.

Where the condition of two upper sections of a monument has been changed and the two bases thereof permanently appropriated, buyer has accepted property under this section. *Loeblein v. Clements*, 130 Md. 629.

*Cf.* sec. 22.

An. Code, 1924, sec. 70. 1912, sec. 70. 1910, ch. 346, sec. 67 (p. 286).

**67.** In the absence of express or implied agreement of the parties, acceptance of the goods by the buyer shall not discharge the seller from