

REVISOR'S NOTE: This subsection is new language proposed by the Commission to indicate explicitly that "purchaser" as used in this article includes the common law definitions of "buyer" and "vendee." This definition is necessary in light of the fact that every present reference to "buyer" and "vendee" is proposed for deletion in this article and "purchaser" consistently is used in its place.]]

(M) "TENANT" MEANS ANY TENANT INCLUDING A "LESSEE."

REVISOR'S NOTE: This subsection presently appears as Art. 21. New language is added to indicate that this definition includes any other accepted definition of the term as well as a lessee. The only other changes are in style.

(N) "VENDOR" HAS THE SAME MEANING AS SELLER.

REVISOR'S NOTE: This subsection is new language proposed by the Commission to indicate explicitly that "vendor" as used in this article includes the common law definition of seller. This definition is necessary in light of the fact that every present reference to "seller" is proposed for deletion and "vendor" consistently is used in its place.

1-102. PRESUMPTIONS.

UNLESS OTHERWISE EXPRESSLY PROVIDED, WHENEVER THIS ARTICLE STATES THAT A FACT IS PRESUMED, THE PRESUMPTION IS REBUTTABLE.

REVISOR'S NOTE: This section presently appears as Art. 21, §1-103 of the Code. In this and subsequent sections of the article, the use of the verbs "shall be" and "shall" are proposed for deletion and the present tense is used in accordance with the style guidelines adopted by the Code Commission. According to the guidelines, the word "shall" denotes a mandate or requirement imposing a specific duty on an individual. This and subsequent sections, however, provide a rule which should speak in the present tense. This stylistic revision is not intended in any way to change substantively the interpretation or application of any section. The only other changes are in style.