lations not having been complied with, the sale of the engine was wholly illegal.

In *Hart-Parr Co.* v. *Jones* (Sask.), [1917] 2 W.W.R. 888, the facts were: The receipt of an engine, the property therein not having passed, and user of it for threshing purposes for about 30 days and the signing of an acknowledgment that an expert had spent a certain number of days in repairing it and had made it satisfactory.—Lamont, J., the trial judge, held, under the circumstances, that there had been no acceptance. From August till spring could not be regarded as an unreasonable time for the rejection of an engine, the vendor by painting it having made inspection on the part of the purchaser at the time of delivery ineffective.

The following Quebec cases may also be of interest:

Macey Sign Co. v. *Routtenberg*, 48 Que. S.C. 346. A defect in the "flasher" of an electric sign consisting in the fact that it produces only a red light in place of producing simultaneously a red and white light is an apparent defect. The irregular placing of the interior wires of the sign is a latent defect, but the purchaser cannot complain of it eight months after its installation.

Martin v. *Galibert*, 47 Que. S.C. 181. When a purchaser has examined merchandise before buying, and has not objected to the price on account of its inferior quality, he cannot afterwards refuse to accept and pay for it on account of such inferiority.

Mackay v. *Temple Baptist Church*, 25 Que. K.B. 417. The buyer of a debt who, after having accepted a first transfer, received from the same seller another one containing in addition to the first, other claims against new debtors, and who instead of notifying the seller of his refusal to accept the second transfer, keeps it in his possession for several years, and meanwhile proceeds to collect the debts from the two debtors, has thereby tacitly accepted the last transfer.

Where a transfer of claims contains the debts of several debtors, and the buyer, without positively accepting, collects the debt of any one of the debtors, he accepts tacitly the whole transfer.

Southern Can Co. v. *Whittal*, 50 Que. S.C. 371. A delay of four months after the delivery of a machine is too long to refuse to accept it on account of defects. If considerable changes are made by a buyer to a machine sold and delivered, it amounts to an acceptance.