Coming to the terms of the bought note, and to the question of selection raised by plaintiff in his correspondence, and that of guarantee on which it hinges, I find that there was no express or implied guarantee as to every barrel in the bought note. The words used—"Labrador No. 1," "Shore No. 1"—are only descriptive of the class of goods; and although they imply a guarantee that the herring is good and merchantable, that guarantee is exhausted by the neglect of the buyer to examine at the time of delivery or within a reasonable short delay afterwards. If he chose to buy without examination, he must take the chance of his course.

An important consideration for us is that rust on fish is an apparent defect, which might have been discovered had the fish been examined, and that the vendor is not responsible for apparent defects which the buyer might have known of himself. (Art. 1523 C. C.)

The principle laid down in this article of our Civil Code is plain; it says: *caveat emptor*. Before buying see what you buy; if you choose to buy without looking, it is your own business. The law supposes that the buyer has seen the article sold, and that he buys it as it is. Should fraud be used to deceive the buyer as to the quality of the goods, or should latent and unapparent defects depreciate the value of the article, the law will protect the buyer; but he who buys without seeing when he has an opportunity to do so, buys at his own risk; *caveat emptor*. This doctrine is based upon common sense, and is the law of all nations.

When a delay is allowed for examination after the bargain is struck, advantage must be taken of that delay with all due diligence, as commercial transactions cannot be held in suspense for a long time, especially when they relate to perishable goods. The uncertainty, in this case, as to the condition of the herring on the 18th November, and whether rust has not developed afterwards, either of itself or through absence of proper care and attention, shows the full force and value of the rule, that he who neglects to act must suffer rather than he who can be reproached with no act or omission.

Finally, after all these delays, from the 18th November down to 5th January, 1892, when the last survey was made, plaintiff remained inactive for two months more, and it was not until the 3rd March following that he took out the present action, leaving in the meantime the barrels open, standing on end, and rotting