

not, but that nevertheless no offer was made to return it or notice given of its insufficiency, until the following month of April.

For the plaintiffs it was contended that the defendant having kept the Isinglass so long was foreclosed from the right of objecting to the quality of the article, and that he ought, immediately upon discovering that it was unfit for the use of his trade, to have returned it or to have given the plaintiffs notice. Vide 1 Campbell, 190, Fisher vs. Samuda and an other;—20, Rendell's reports, 61, Sprague vs. Blake;—Duvergier de la vente no. 404 note 2;—Pothier, vente, no. 231;—Dictionnaire de droit vo. Redhibitoire, p. 524, col. 1, Répertoire vo. Redhibitoire p. 557 col. 1.

It was stated on the part of the defendant that the Isinglass having been ordered for a particular purpose there existed an implied warranty, which exempted the purchaser from returning the goods or giving notice to the seller until he was called upon to pay for them.—Fielder vs. Starkin, 1 H. Bl. 17. Buchanan vs. Parnshaw, 2 T. R. 745.

Judgment for the plaintiffs.

