

A défaut par l'acheteur d'une acceptation expresse des marchandises, qui le rende non recevable à demander la résolution de la vente pour défaut de qualité, l'acceptation tacite peut résulter des circonstances, et est abandonnée à l'appréciation des juges. Toutefois, cette acceptation tacite ne saurait résulter de ce que l'acheteur aurait, depuis la réception de la marchandise, laissé écouler quelques jours sans réclamation, alors qu'une partie de ce temps a été employée à la vérification de la marchandise, et que le vendeur a, en outre, annoncé l'intention de s'entendre avec l'acheteur sur la difficulté. Douai. 23 janv. 1847, Rogners, (S. 47, 2, 389, P. 47, 2, 676).

S. J. Carter & Co. after receiving the first letters from their customers, did not take their opinion as final, but made other sales with the same result however. The first complaints from the customers came about the 10th of October 1913, when Limoge's book-keeper Locas called on S. J. Carter & Co. to obtain a note for the purchase price. The book-keeper was then notified of the latent defect of the peas. Several interviews subsequently occurred between Locas and S. J. Carter & Co. and several attempts were made to bring about a settlement. The evidence of what Locas and S. J. Carter said to one another about the settlement in contradictory. After these interviews, Forbes a member of the firm of brokers who made the sale, tried also to bring about a settlement; this was about the 10th of November 1913. No practical result followed, and on the 14th of November 1913 S. J. Carter & Co. wrote Limoges to take away the peas; this letter was followed by another of the 21st of November 1913, and subsequently by a notarial protest and the action at law which was served on the 24th of November 1913.

This Court has come to the conclusion that under the