who had charge of the markets and the interpretation given to it by the jurists, was very different: Hunter's R. L., pp. 498-503. It was that a vendor must, at the option of the purchaser, either suffer the sale to be rescinded, or give compensation, if the thing sold had faults (even though unknown to the vendor) that interfered with the possession and enjoyment of it. While if the vendor knew of the faults and concealed them, he was guilty of fraud, and liable even to consequential damages. If action was taken within six months the sale could, even if the vendor did not himself know of the latent defects, be set aside; and if action was taken within twelve months damages could be obtained. Thus in Roman law the seller was held to warrant the thing sold, whether movable or immovable, to be free from latent defects or secret faults. And this Roman implied warranty of quality exists to-day in all the principal systems of modern law, except the English; it is found, for instance, in the law of Austria, France, Germany, Italy, Spain, Argentina, Chile, Quebec, and Louisiana. It will perhaps be sufficient if I quote the provisions in the French Civil Code, and in the Quebec Civil Code. The former provides:—

> 'The vendor warrants a thing he sells against hidden defects which make it unfit for the purpose for which it was intended, or which render it so much less suitable for being used for such purpose that a purchaser, if he had known of them, either would not have purchased the thing at all, or else would have only given a small price for the same. The Quebec Civil Code provides: The seller is obliged by law to warrant the buyer against such latent defects in the thing sold, and its accessories, as render it unfit for the use for which it was intended or so diminish its usefulness that the buyer would not have bought it, or would not have given so large a price, if he had known them.'

Our law, that is, the common law, implies a warranty on the seller's part in, I think, only three cases: (*a*) where the buyer makes known to the seller the particular purpose for which the goods are required; (*b*) where goods are bought by description from a seller who deals in goods of that description; and (*c*) where there is a sale by sample. The consequence is the possibility of such a case as *Ward* v. *Hobbs*.

And is it not, I would ask, carrying the principle of *caveat*