

must be determined by the circumstances of each particular case (1).

The fair deduction from the authorities seems to be that delay was a question of degree; that a long and unreasonable delay would afford stringent proof of acceptance, while a shorter time would merely constitute some evidence to be taken into consideration with the other circumstances of the case. *Bushel v. Wheeler* (1), (over five months' delay);—*Norman v. Phillips* (2), (5 weeks);—*Currie v. Anderson* (3), (1 year);—*Meredith v. Meigh*, (4), (ten days).

*Ibid* p. 210. Mere silence and delay would *primâ facie* seem not to be an acceptance under the code, because there is no "act" of the buyer "in relation to the goods" which recognises a preexisting contract of sale, since mere passivity is not usually regarded as an act. But no difficulty seems likely to arise in practice having regard to the terms of section 35, whereby an unreasonable retention of the goods without intimation of rejection, is deemed to be a final acceptance of the goods; for such a retention would seem necessarily to include an acceptance under section 4.

Fuzier-Herman, (5).

L'acceptation peut être tacite et les juges du fait auront à apprécier si cette acceptation tacite a eu lieu lorsqu'elle est invoquée, Baudry-Lacantinerie et L. Saignat, No 64.

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(1) Benjamin, *on sales*, 5th Ed. 1906, p. 217.

(1) 15 Q. B. 442.

(2) (1845), 14 M. & W. 277.

(3) (1860) 2 E. & E. 592.

(4) (1853), 2 E. & B. 364.

(5) Répertoire, *verbo* Vente, nos 177, 351.