moveable is sold with a statement of its superficial contents, whether at a certain rate by measurement, or at a certain price for the whole, and really contains more or less than the quantity specified, then the buyer, in the one case, is bound to give back or to pay for the excess, and the seller, in the other case, is bound to complete the quantity if possible, or, if this cannot be done, he must make a proportionate reduction in the price. Article **1502** provides, however, that if the difference in quantity is so great as to raise a presumption that the buyer would not have bought had he known it, he may abandon the sale and recover back the price and expenses, and such damages as he may have suffered. Article **1503** excludes from the operation of the two preceding articles all contracts in which it is manifest that a certain determinate thing is sold without regard to measurement. These three articles, which may be considered as one, change the existing law merely in this respect, that for the sake of simplicity and uniformity, as well as for motives of equity, they apply the same rule to the case of excess in quantity when the property has been sold at a single price for the whole, although with a declaration of its contents. The old law in such a case allowed the buyer to have the benefit of the excess in quantity. Article **1519** provides that a purchaser who has unknowingly bought a property charged with a non-apparent servitude, under circumstances which entitle him to vacate the sale, or to claim indemnity, may bring his action for either remedy so soon as he discovers the existence of the servitude. Under the former law his right of action did not accrue until he was disturbed by the exercise of the servitude. The new rule is evidently more just and is moreover analogous in principle with the recent statutory change allowing purchasers of real property to withhold payment of the price, until the removal of such incumbrances as may not have become known to them until after the sale. Article **1544** provides that in sales of moveables, when the buyer fails to take them away, the seller may treat the sale as null, as soon as the delay has expired within which it was agreed to remove them, or if there be no such agreement, then from the time of the buyer's being put in default to do so. Under the old rule a suit at law was necessary in order to give the seller this right, but the wants and usages now existing among us required a more speedy and less expensive remedy.