

SALE OF MOVABLES—Continued.

under the contract. The proper construction of the contract was not that the flour must be shipped on the 15th and on no other day, but that the date of shipment was mentioned to fix approximately the time for delivery. *Kehlor v. Magor*, 387.

— *Sale of building material.*] The words "building materials," in a contract of sale of material to be removed from a certain lot of ground, do not include fixtures and appliances contained in the building, for supplying heat, for lighting by gas, and for the distribution of water. *Labbe v. Francis*, 305.

— *Sale of goods—Latent defect*—Art. 1523, C. C.—Reasonable delay for complaint as to quality—Evidence.] (1.) Sourness and unsoundness in salted salmon—defects which were discoverable by smell when the goods were opened and inspected—are not latent defects against which the seller is obliged by law to warrant the buyer. (2.) Where goods are sold without warranty and subject to inspection, the buyer is bound to make an inspection of the goods within a reasonable time after delivery; and an action brought five months afterwards, complaining of the quality of the goods received by him, is not exercising due diligence. (3.) Where the buyer pretended that the sale was made with warranty, and the agent of the seller immediately wrote that before the sale he had read his principal's letter to the buyer, stating that there would be no warranty, this fact, in the absence of any immediate and positive denial by the buyer, furnishes a strong presumption of the truth of the agent's statement. *Vipond v. Findlay*, 242.

Suspensive condition—Third party purchasing in good faith a thing which does not belong to the seller.] (1.) Following *Canadian Subscription Co. v. Donnelly*, M. L. R., 6 S. C. 348, Where the sale of a movable is made with a suspensive condition, and it is stipulated that the purchaser shall not have any title in the thing sold until the condition shall be performed—as where a thing is sold and delivered, and the price is payable in instalments, and it is stipulated that the purchaser shall not have any property in the thing until the price shall have been wholly paid—the vendor has a right to revendicate the thing, in default of payment as stipulated, in the possession of a third party who has acquired the same in good faith and for valuable consideration, without reimbursing to him the price he has paid for it, unless the circumstances of the sale to such third party be such as validate the sale of a thing not belonging to the seller, or unless it be a commercial matter, or the thing be sold under the authority of law (Arts. 1488-1490, C. C.) (2.) The fact that the person in whose possession the thing is revendicated may have been misled by seeing the name of his vendor inscribed on the thing, does not derogate from the rule above stated; it merely gives rise to a claim on his part against his vendor. *Goldie v. Filiatrault*, 354.