

Ideal Pants Company

vs.

J. B. Sims, Jr.

*A contract is implied by accepting and using goods - 35 cye. page 58-59 15:12 a.m. 368*

The vendee of goods must upon inspection,

or after fair opportunity, unequivocally elect either to

accept the goods in satisfaction of the contract or reject

them.

Duckwall vs Brooke-23 R 1459

In contracts called contracts of sale or return

the goods passes to the purchaser subject to an option in

him to return them within a fixed time or in a reasonable time

and if he fails to exercise this option by so returning them

the sale becomes absolute and the price may be recovered in

an action for goods sold and delivered.

Jameson vs Gregory' executor-4 Med 363.

35 cye-page 290.

The rescission must be of the whole contract and there

can not be a partial rescission by either the seller or the buyer.

35 cye-139.

Upon a sale or return contract the return must, when

the contract is silent on the subject, and no usage to the con-

trary is shown be made at the seller's place of business.

Dally W. Blon vs Victor Cohen-52 L. R. A. 586.

"An acceptance will be implied if the buyer obtains the goods and resells them or a portion of them."

35 cye. 234

Dickinson vs Brook

234 R. 1457.

⑥

*See also 35 cye. page 1414*