derous, as in Blenkinsop v. Clayton, 7 Taunt. 597, where the purchaser of a horse took a stranger to the vendor's stable, and offered to resell it at a profit, then whether the offer to resell is a proof of a delivery, &c. to him is a question for the jury, see also Chapman v. Morton, 11 M. & W. 534. But it appears from Morton v. Tibbetts *supra*, that a re-sale may amount to an acceptance and receipt, even if the purchaser has had no opportunity of judging of the goods; and it seems from Meredith v. Meigh, 2 E. & B. 364, that the acceptance and retention of a bill of lading by a consignee may be equivalent to an actual receipt of the goods, as if he were to sell it while the goods were at sea, and thus transfer the property. However, a sale or offer to sell goods of the same nature in anticipation of the arrival of those purchased is not evidence of acceptance and receipt, Jones v. Mechanics' Bank *supra*. Where the defendant employed the plaintiff to construct a wagon, and while it was in the latter's yard unfinished, procured a third person to fix the iron work and a tilt on it, this was held not to be an acceptance, Maberly v. Sheppard, 10 Bing. 99, but here the acts were done while the wagon was *in fieri*, and the action was for goods sold and delivered; and see Beaumont v. Brengeri, 5 C. B. 301, where the question was also discussed, whether Stat. 29 Car. 2, c. 7, avoids a previous parol contract for the sale of goods, where the *delivery and acceptance* take place on a Sunday. The general rule is, that where a person purchases a quantity of goods to be taken from the bulk, he does not purchase the particular part bargained for until it is separated from the rest, and there can be no acceptance until it is measured and set apart; and as he cannot be said to accept that which he knows nothing of, there can be no acceptance, unless he has an opportunity of judging whether the goods sent corresponded with the order. "Acceptance," said Martin B. in Hunt v. Hecht, 8 Exch. 814, "means something more than mere receipt; it means some act done after the vendee has exercised or had the means of exercising his right of rejection." There a party agreed to purchase goods (bones) to be separatd from another quantity, and directed them to be sent to a particular place when separated, and the mere delivery at that place by the vendor was held to be no sufficient acceptance and receipt, as the purchaser must have the opportunity of exercising his option after the separation had taken place, unless he has by some act deprived himself of it. However, this position may be regarded as somewhat doubtful in Maryland, after what fell from Miller J. in the learned and able opinion which he delivered in Jones v. Mechanics' Bank *supra*, and it may be, that a party may do acts, which will amount to an acceptance within the Statute, without having done anything to preclude him from contending or objecting that the goods do not correspond with the contract, the effect of the statutory acceptance and receipt being merely to dispense with the necessity of a written memorandum of the contract, see Morton v. Tibbetts *supra*.[141] Acts done for the mere purpose of examining the articles are

[141] See Hewes v. Jordan, 39 Md. 480; Richardson v. Smith, 101 Md. 21.