not an acceptance,[142] nor acts done for the benefit of the article by the disappointed vendee acting for the benefit of the vendor, Parker v. Wallis, 5 E. & B. 21; nor is it any proof of acceptance, as it seems, that the purchaser used, in his experiments on the goods, more of them than was necessary for a fair trial, Elliott v. Thomas, 3 M. & W. 170.

*The purchaser may, therefore, before doing anything to bind the **555** bargain on his part, and within a reasonable time return, the goods to the vendor; as in Huskisson v. Kent, 3 B. & P. 233, the case generally cited on this point, where A. having sent to B. a bale of sponge under a verbal order from the latter, for which he charged 11*s.* a pound, B. returned it, and at the same time wrote a letter to A., stating that he had examined the sponge, and finding it was not worth more than 6*s.* a pound he had sent it back, and it was held that this letter did not amount to a sufficient acceptance within the Statute; but if the goods sent do not correspond to the order, the purchaser may refuse to accept them, and, it would seem, is not, in all cases, bound to communicate his rejection of them to the seller, Norman v. Philips, 14 M. & W. 277; Bushel v. Wheeler, 15 Q. B. 442, at least it is a question for the jury; otherwise the purchaser will be bound unless he return the goods within a reasonable time, Coleman v. Gibson, 1 Moo. & R. 168, and his selection of the goods in the first instance, and his expressions at the time the goods are received may sometimes indicate his acceptance, see the observations of Alderson B. in Saunders v. Topp, 4 Exch. 390.

Acceptance of part of goods—Samples.—Where the contract for several descriptions of goods is entire, the acceptance of goods of one description is a part acceptance of the whole, Elliott v. Thomas *supra*, in which Baron Parke explains that Thompson v. Maceroni, 3 B. & C. 1, where goods were made to order, and at the request of the vendee remained in the vendor's possession, with the exception of a very small part which the former took away, and the Court held that there was no acceptance of the residue, turned on the form of the action which was for goods sold and delivered, and was therefore not maintainable for such part of the goods as had not been delivered. And so if an order is given for goods, some of which are ready made at the time of the contract, and the rest are to be manufactured according to order, and the ready made goods are afterwards delivered and paid for, the acceptance of them is a part acceptance of the whole, as the whole forms one contract, Scott v. Eastern Counties R. W. Co., 12 M. & W. 33. And the acceptance and retainer of a portion of goods of inferior quality to that called for by the contract will be a waiver of quality as to that portion, and will therefore bind the bargain as to the whole, Gilliatt v. Roberts, 19 L. J. Exch. 410. The acceptance of a sample, which is to be accounted for as part of the entire bulk of the article sold, is also a sufficient acceptance of part to take the case out of the Statute, though it be only half a pound of sugar out

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[142] In Hewes v. Jordan, 39 Md. 472, it was held that the unpacking of goods by the vendee was not a sufficient acceptance if he had them in his possession for no greater time than was reasonably necessary to let him examine them and approve or disapprove them.