

440. — The property must be returned in the condition in which it is at the time of redemption.

441. — The person who redeems the property recovers it free from any rights created by the original buyer or his heirs or transferees before redemption, provided that any lease made by them in writing shall remain valid for not more than one year after the redemption.

[Part] II. — SALE BY SAMPLE. — SALE ON APPROVAL.

442. — In a sale by sample, the seller is bound to deliver property or properties corresponding to the sample.

If the sample is lost or damaged, the burden of proof that the property delivered does not correspond to the sample lies on the buyer.

443. — The liability on account of non-correspondence to the sample is extinguished by prescription one year after delivery.

444. — A sale on approval is a sale made on condition that the buyer shall have the opportunity to examine the property before acceptance.

445. — If no time is fixed for the examination of the property, the seller can fix a reasonable time and notify

440.—The property must be returned in the condition in which it is at the time of redemption.

441.—The person who redeems the property recovers it free from any rights created by the original buyer or his heirs or transferees before redemption, provided that any lease made by them in writing shall remain valid for not more than one year after the redemption.

Part II.—SALE BY SAMPLE.—SALE ON APPROVAL.

442.—In a sale by sample, the seller is bound to deliver property or properties corresponding to the sample.

If the sample is lost or damaged, the burden of proof that the property delivered does not correspond to the sample lies on the buyer.

443.—The liability on account of non-correspondence to the sample is extinguished by prescription one year after delivery.

444.—A sale on approval is a sale made on condition that the buyer shall have the opportunity to examine the property before acceptance.

445.—If no time is fixed for the examination of the property, the seller can fix a reasonable time and notify

the buyer to answer within that time whether he accepts the property or not.

446. — If the property is to be examined by the buyer before delivery and the buyer does not accept it within the time fixed by the contract or by the notification, the contract is extinguished.

447. — When the property has been delivered to the buyer in order that he may examine it, the sale is complete in the following cases :

- 1) If the buyer does not notify his refusal within the time fixed by the contract or by the notification, or
- 2) If the buyer does not return the property within that time, or
- 3) If the buyer after delivery pays the price or part of it, or
- 4) If the buyer disposes of the property or uses it otherwise than for the purpose of examining it.

**[Part] III. — SALE BY NUMBER, QUANTITY, WEIGHT
OR MEASURE.**

448. — A sale by number, quantity, weight or measure is a sale where no total price is fixed, but the property is sold at so much per unit.

the buyer to answer within that time whether he accepts the property or not.

446.—If the property is to be examined by the buyer before delivery and the buyer does not accept it within the time fixed by the contract or by the notification, the contract is extinguished.

447.—When the property has been delivered to the buyer in order that he may examine it, the sale is complete in the following cases :

- 1) If the buyer does not notify his refusal within the time fixed by the contract or by the notification, or
- 2) If the buyer does not return the property within that time, or
- 3) If the buyer after delivery pays the price or part of it, or
- 4) If the buyer disposes of the property or uses it otherwise than for the purpose of examining it.

Part **III.—SALE BY NUMBER, QUANTITY, WEIGHT
OR MEASURE.**

448.—A sale by number, quantity, weight or measure is a sale where no total price is fixed, but the property is sold at so much per unit.