

being discovered by the purchaser. The very object of introducing such a stipulation is to put the purchaser on his guard, and to throw upon him the burden of examining all faults, both secret and apparent. \* \* \* By acceding to buy the horse with all faults, he takes upon himself the risk of latent or secret faults, and calculates accordingly the price which he gives." Upon principle, too, his Lordship thought that it would be most unjust if men could not, by using the strongest terms which language affords, obviate disputes concerning the quality of the goods they sell. It follows from this decision that the liability of a vendor in such a case depends upon whether he has actually rendered it impossible for the purchaser to detect latent faults.

There is not a complete identity between the principles recognized at law and in equity as to representations. In *Scott v. Hanson* (1 Sim. 13), where a piece of land, imperfectly watered, was described as uncommonly rich water meadow, Vice-Chancellor Leach held that this was not such a misrepresentation as would avoid the sale. For the vendor it was argued that the principles as to misrepresentation were the same in equity and at law; that the real quality of the land, being an object of sense, and obvious to ordinary diligence, it was the fault of the purchaser if he did not inspect it and judge for himself; that the amount of the annual rent being stated, which was the criterion of value, the purchaser could not be deceived; that when the land was said to be uncommonly rich, it was spoken of comparatively only. The Vice-Chancellor, having taken time to consider his judgment, said: "I do not accede to the argument that the principles upon the subject of representation are uniformly the same in equity and at law;" and pointed out that in such a case as the present, when the vendor had filed a bill for specific performance, it was not sufficient to say that the purchaser had been negligent if the vendor who seeks the aid of a court of equity has, in his conduct, been negligent.

What the principles of equity are upon the latter question appeared from the decision of Lord Langdale in *Clapham v. Shillito*, 7 Beav. 146. This was a bill for the purpose of compelling the defendant specifically to perform an agreement to take a lease of certain coal mines. The defendant relied upon false repre-

sentations made during the negotiations for the contract. The jury found, upon an issue directed to be tried, that the plaintiffs made false representations to the defendants as to the depth of the coal from the surface, and as to the thickness of the little coal, but that the defendants did not rely upon these representations. This is Lord Langdale's summary of the law: "Cases have frequently occurred in the law: 'Cases have frequently occurred in which, upon entering into contracts, misrepresentations made by one party have not been, in any degree, relied on by the other party. If the party to whom the representations were made himself resorted to the proper means of verification before he entered into the contract, it may appear that he relied upon the results of his own investigation and inquiry, and not upon the representation made to him by the other party; or if the means of investigation and verification be at hand, and the attention of the party receiving the representations be drawn to them, the circumstances of the case may be such as to make it incumbent on a court of justice to impute to him a knowledge of the result which upon due inquiry he ought to have obtained, and thus the notion of reliance on the representations made to him may be excluded. Again, when we are endeavoring to ascertain what reliance was placed on representations, we must consider them with reference to the subject matter and the relative knowledge of the parties. If the subject is capable of being accurately known, and one party is, or is supposed to be, possessed of accurate knowledge, and the other is entirely ignorant, and a contract is entered into after representations made by the party who knows, or is supposed to know, without any means of verification being resorted to by the other, it may well enough be presumed that the ignorant man relied on the statements made by him who was supposed to be better informed.'" On the other hand, where the subject is in its nature uncertain—if all that is known about it is a matter of inference from something else, and if the parties making and receiving representations on the subject have equal knowledge and equal skill, means of acquiring knowledge and equal skill, it is not easy to presume that representations made by one would have much or any influence on the other. His Lordship was satisfied that the proper questions were fairly and sufficiently