

And Pollock, B. (*R. v. Cooper*, 13 Cox C.C. 617, 622), says:—  
“Having heard the whole of the argument, I have come to the conclusion that the conviction should be affirmed. It is not sufficient for the prisoner to shew that the letter might bear another meaning, if it is reasonably capable of bearing the meaning imputed to it in the indictment. It is the duty of the prisoner to shew by special circumstances that it bore the construction he contends for. I think that the false pretences charged may be fairly inferred from the letter, and that the conviction should be affirmed.”

In the case of *Edgington v. Fitzmaurice*, L.R. 29 Ch.D. 459, at 483, Bowen, L.J., is reported as follows:—

“There must be a misstatement of an existing fact, but the state of a man’s mind is as much a fact as the state of his digestion. It is true it is very difficult to prove what the state of a man’s mind at a particular time is, but if it can be ascertained it is as much a fact as anything else. A misrepresentation as to the state of a man’s mind is, therefore, a misstatement of fact.”

It is open to a jury to find that a trade name has been assumed with intent to defraud. *R. v. Whitmore* (1914), 10 Cr. App. R. 204.

If a person offers in exchange for goods the promissory note of another, he is to be taken to affirm, although he says nothing, that the note has not to his knowledge been paid either wholly or to such an extent as to almost destroy its value. *R. v. Davies* (1859), 18 U.C.Q.B. 180.

There are cases where the facts disclose that what was obtained by the false pretence was a contract, and that it was in pursuance of the contract that the goods were obtained; but on such facts a conviction for obtaining goods by false pretences was held to be good. *R. v. Kenrick* (1843), Davison & M. 208; 5 Q.B. 49; 12 L.J.M.C. 135.

The case of *R. v. Gardner*, 25 L.J.M.C. 100, has given rise to discussion. In that case the prisoner pretended to be a naval officer, and by reason of that false pretence obtained lodging; after he had been there some little time he entered into a contract with the prosecutrix to be supplied with meat and drink on specified terms. It was held that it was in pursuance of the contract, and not of the false pretence, that the goods were obtained; he was indicted for obtaining the goods by false pretences, and in the circumstances the Court held that there had been no continuing false pretence, and that the goods had been obtained, not by means of the original false pretence, but by means of contract.

The decision in *R. v. Kenrick*, 5 Q.B. 49, was followed in *R. v. Abbott*, 1 Den. C.C. 273, 2 C. & K. 630, in which case a strong Court of ten Judges held that a false pretence knowingly made to obtain money is indictable, though the money be obtained