or he must show some sufficient reason for not doing so." He also adds: "I do not see that there is any difference in principle between setting out the facts in an affidavit of documents, and in answering interrogatories." To this passage from Lindley, L. J., may be added the qualifying remarks of Brett, L.J.:—"I think, however, a party would not be bound to answer as to that which was only known to his servants or agents accidentally and not in the ordinary course of business. And although the acts might be such as would be known to his servants or agents in the ordinary course of business, I think he would sufficiently answer by saying that whether such acts were or were not done was not personally known to himself, and that the person who was the servant or agent at the time at which they were supposed to have been done was no longer his servant or agent, or under his control, or in such a position that it would not be reasonable to force him to communicate with him."

CONTRACT—INCORPORATION OF CONDITIONS—PRESUMED ASSENT.

The next case requiring notice is *Watkins* v. *Rymill*, p. 178, which contains an elaborate judgment by Stephen, J., on the above subject. The plaintiff had deposited a carriage with the defendant for sale on commission, and thereupon received a receipt for the same, which purported to be "subject to the conditions as exhibited on the premises." The plaintiff swore he did not read the receipt, but put it in his pocket without noticing it, and the question was whether he was, nevertheless, bound by the conditions exhibited on the premises. The authorities are reviewed at great length, and in conclusion, the principles to be deduced from them are tabulated in the usual manner of the learned judge. He says, p. 188:—"Thrown into a general form, the result of the authorities considered, appears to be as follows. A great number of contracts are, in the present state of society, made by delivery by one of the contracting parties to the other of a document in a common form, stating the terms by which the person delivering it will enter into the proposed contract. Such a form constitutes the offer of the party who tenders it. If the form is accepted without objection by the person to whom it is tendered, this person is as a general rule bound by its contents, and his act amounts to an acceptance of the offer made to him, whether he reads the document or otherwise informs himself of its contents or not. To this general rule, however, there are a variety of exceptions:—(i) In the first place, the nature of the transaction may be such that the person accepting the document may suppose, not unreasonably, that the document contains no terms at all, but is a mere acknowledgement of an agreement not intended to be varied by special terms. . . . (ii) A second exception would be the case of fraud, as, if the conditions were printed in such a manner as to mislead the person accepting the document. (iii) A third exception occurs, if, without being fraudulent, the document is misleading, and does actually mislead the person who has taken it. The case of *Henderson* v. *Stevenson*, L. R. 2 H. L., Sc. 470. (iv) An exception has been suggested of conditions unreasonable in themselves, or irrelevant to the main purpose of the contract." And proceeding to apply these principles to the case before him, he arrives at the conclusion that it comes under none of those exceptions, but under the general rule. It may be worth while also to call attention to the proposition of Stephen, J., at p. 190, that "a question of fact, to which, by law, one answer only can be given, is the same thing as a question of law."

COSTS—DUTY OF SOLICITOR IN INFORMING CLIENT.

Passing by a case of *Attorney-General* v. *Emerson*, which will be found noted among our Recent English Practice Cases, we reach *In Re Blyth* v. *Fanshawe*, p. 207, and the principle which that case illustrates is thus stated by Baggallay, L.J.:—"I take it to be the general rule of law, and an important rule which is to be observed in almost all cases—