

If this be law, there seems to be little scope left for auctioneers. They will have to abjure these fervid descriptions by which they are supposed to induce people to purchase, and confine themselves to "going, going, gone." Rigid morality will be vindicated, but must not "a little unpremeditated insincerity be permitted under the stress of social (or business) intercourse" ?

Let us examine a few of the cases.

"Great latitude appears to be allowed to sellers in setting forth the advantages and attractions of the property they offer for sale, and when the representations are not in regard to title, but in relation to matters which are objects of sense, and as to which an intending purchaser would, if prudent, examine for himself, the courts are unwilling to relieve the purchaser from his bargain, and have refused relief in cases where the representations made were much further from the actual sober reality than in this case. It is perhaps rarely the case that purchasers are misled by the florid descriptions that are usually to be found in such advertisements; and it is generally the purchasers' own fault if they are misled." Per *Spragge*, V.C., in *Crooks v. Davis*, 6 Gr. p. 322.

On the sale of an advowson, the printed particulars stated that "a voidance of this preferment is likely to occur soon." At the sale the auctioneer stated "that the living would be void on the death of a person aged eighty-two." The incumbent's age was thirty-two, but it appeared in evidence that he expected to be presented to another living on the death of its incumbent, who was aged eighty-two. Sir William Grant thought that the representation made by the printed particulars so vague and indefinite that the court could not take notice of it judicially, and that its only effect ought to have been to put the defendant upon making inquiries respecting the circumstances under which the alleged avoidance was likely to take place previous to his becoming the purchaser. *Trower v. Newcome*, 3 Mer. 704.

This was approved of in *Scott v. Hanson*, 1 Sim. 13. In that case a piece of land, imperfectly watered, was described