

RECENT ENGLISH DECISIONS.

he knew the truth before he entered into the contract, and, therefore, could not have relied on the mis-statements; or else, by showing that he avowedly did not rely upon them, whether he knew the facts or not. He may by contract have bound himself not to rely upon them, that is, to take the matter at his own risk, whether they were true or false, or he may state that he did not rely upon them in the witness-box. A false statement may be obviously material, and, if so, the natural inference would be that the plaintiff relied upon it, and was misled by it. If the statement is not obviously material, a plaintiff may ask the Court, or a jury if he goes before a jury, to infer the materiality from the fact that he understood the representation in such and such a way, and acted in such and such a way, and was prejudiced. Or he may show affirmatively by other evidence that the statement was material, and that he was deceived. (iii) Where a statement is ambiguous, so that it may have one of two meanings, the plaintiff must tell the Court what he relied on. It is for him to say, "I relied on the statement in this meaning, that is the meaning I took; if it is ambiguous, it is the fault of the defendant, and relying on that, I entered into the contract." It will not do for him to say in answer to interrogatories as to the meaning which he put upon the misrepresentations alleged in the statement of claim, "I understood the meaning of such misrepresentations to be that which the words composing them obviously convey, and I am unable to express in any other words what I understood to be the meaning therefor." He cannot refer to the obvious meaning when there is no obvious meaning. When a representation is capable of two meanings, and a man comes to complain of being deceived, he is bound to tell the Court which meaning he attached to it, because he may have attached to it a meaning which the Court does not attach to it, and then he was not deceived at all. If the plaintiff will not tell the Court which meaning he attached to the representation, the Court cannot say that

he was deceived. (iv) It has always been held that if a man in a prospectus, or in a written statement, particulars of sale or otherwise, falsely states the contents of a written document, he cannot escape from such false statement by saying, "I offered to show you the document." But if he makes an incomplete statement, altogether true but imperfect, he can. He says, "I did not mislead you at all; I did not state the whole of it; I said, go and look at the whole of it; the whole of it is in a copy which you can see; I did not profess to state the whole of it; I put you on your guard; I said, you can go and look at the whole of it." (v) To state in a prospectus that someone is a director who is not a director, is not necessarily a material misrepresentation. The names of the directors form an important element with many people as to whether or not they shall decide upon joining a company; but that must depend on their knowledge of the directors, their personal knowledge, or knowledge of their names and positions, otherwise the mere fact of stating that such and such persons are directors will be nothing. You may, however, have names so well known, so notorious in connection with the subject-matter of the prospectus, that even the Court would come to the conclusion that the name, even of a single director, was an inducement to persons to join the concern.

DOUBLE PORTIONS—SATISFACTION—BOND—PARTNERSHIP.

Of the next case, *In re Lawes*, p. 81, it seems only necessary to say that, on November 25th, 1868, one L. entered into a bond to pay to his reputed son £10,000, on April 30th, 1872. On March 22nd, 1872, L. entered into an agreement for partnership with his said reputed son, and by the articles it was provided that the capital should consist of £37,500, to be brought in by L., of which £19,000 should be considered as belonging to his son. L. having died without having paid any part of the £10,000 secured by the bond, the Court of Appeal held unanimously, affirming the decision of Fry, J., that the rule