the money can be recovered. For the mistake in both may be mutual, and if unilateral it would be clearly within *Broughton v. Hutt, 3 De G. & J. 500,* for B. was clearly bound to apprise A. both of law and fact—clearly bound not to take money to which he knew he had no title. The other case put by Kelly, C. B., is this: "If A. and B. are settling an account, and make a mistake in running up the items, A. pays B. 100*l.* too much, he may recover it again." Certainly, for it is a case of mutual mistake of fact. If they both were aware of all the facts, but as to one item they disputed upon the law, and A. paid the amount when he need not have done so, would he be similarly entitled to relief? Not similarly, because the cases are dissimilar. If the mistake was a mutual one, but if A., notwithstanding the doubt, chose to pay, he has settled the matter. If it were unilateral then A. can recover only if there have been some ground of fraud or improper concealment.

In *Harman v. Coen, 4 Vin. Abr. 387, pl. 3,* two were jointly bound by a bond, and the obligee releases one, supposing, erroneously, that the other will remain bound, the obligee will not be relieved upon the mere ground of his mistake of the law, for *ignorantia juris non excusat.* And if the release had been given upon the erroneous presumption that the other obligee was dead—a mistake of fact—could relief have been granted? Not at all, unless the releasee was in some way responsible for the mistake. And in such case relief would likewise have been given in respect of the mistake of law.

We think that we may now safely desist. Our proposition and arguments are sufficiently indicated. Whether they are entirely wrong is a matter of law, from which we will be entitled to no relief, for we believe it to be unilateral and not brought about by fraud, misrepresentation or concealment; unless, perhaps, editors are exceptions to every rule.