

words, "zugesicherte Eigenschaft" and "Egenskaber som maa anses tilsikrede" intend to cover the same ground as the Roman dicta et promissa.

Then it becomes necessary, however, to give to these words a somewhat more liberal construction than has hitherto prevailed. In this connection, it may be worth noting that these words often appear as "dicta sive promissa," in other words, they form not one technical expression, but there is a difference between the two words and their meaning. Promissa will cover what we understand by guarantees. What, then, does dicta cover? Our answer, and what would appear as a reasonable and practical one, and in accordance with Ulpian's sayings, is this: Mere general praise of the thing you wish to sell is not dicta. But if you mention special qualities in the thing, as if you had personal knowledge of them, and the purchaser has reason to believe that you have such personal knowledge, such representations on your part are dicta, even when you do not guarantee the qualities, and even when your representations are made in good faith. When the seller holds himself out as speaking of his own knowledge, he should not afterwards be heard with the defence "caveat emptor." Especially is this the case since, in most sales of individual things, the seller is more or less of an expert in the line in question, while the purchaser generally is an ordinary man off the street.—*Central Law Journal*.