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In acknowledging the toast of Her Majesty's Judges, at the Lord Mayor's banquet, June 26, the Lord Chief Justice referred to the embarrassment caused by the withdrawal of judges for the Parnell investigation—more especially to the Court of the Queen's Bench. "For nearly a twelvemonth the Queen's Bench had been deprived of the services of two of its ablest, strongest, most energetic judges, not from any fault of the Queen's Bench, but because the Government and the Parliament of this country had thought fit to occupy their energies in a most important political investigation." His Lordship proceeded to observe that he had known the English judges as a body, man and boy, for something like fifty years; and, speaking of the judicial body as a whole, he could say sincerely, if with some partiality, that he did not believe in that time there had been any body of men more able, more learned, more upright, of more absolutely unbending independence, more devoted to their duty, with a sole eye to the public service, than that body of which they were now the representatives. At this banquet the toast of "the Legal Profession" was given, whereupon the Attorney General remarked that the Lord Mayor had altered the title of the toast for the first time in a way which would be acceptable to the whole of the legal profession.

FRAUD OR HONEST INACCURACY.

It would be little short of a disaster if the law of fraud on a question like that decided by the House of Lords on Tuesday in the case of *Derry v. Peek* should remain in doubt, so important is it in the conduct of the business of commerce and of life that there should be no indistinctness in the line drawn between fraud and fair dealing. The decision of the House of Lords is fortunately unanimous, but it cannot be said to have settled the matter all along the line. The

puzzling and unnecessary phrase 'legal fraud' will no longer be heard in the law Courts, so far as conduct between a man and his neighbour is concerned, but it has not yet been cleared out of the law of contracts and of confidential relations. The definition of 'misrepresentation,' for which a man may claim damages, is freed from the phrase, but a misrepresentation in respect of which a rescission of contract may be claimed is still under its bondage. As equity is largely responsible for the introduction of the word 'legal' into the subject, although it must be confessed that common lawyers have somewhat eagerly adopted it, it would only be poetic justice if this kind of misrepresentation were to be labelled 'equitable fraud' or fraud in the equitable sense. It would be better, however, to drop 'fraud' altogether in this connection and reserve it for the occasions to which it is applied in a manner understood by all the community.

Lord Bramwell has for at least eleven years, since his celebrated deliverance in the case of *Weir v. Bell*, 47 Law J. Rep. Exch. 704, been the leader of the critics of the phrase 'legal fraud.' He now pronounces it a mischievous phrase, and one which has contributed to what he must consider the erroneous decision in the case before the House, but with these remarks he has done with it, and proceeds to consider whether the law is not that actual fraud must be proved. He is reluctant to cite authorities to show that actual fraud must be established in such a case as this. It is one of the first things one learnt, and one has never heard it doubted until recently. When a man makes a contract with another he is bound by it; and, in making it, he is bound not to bring it about by fraud. *Warrantizando vendidit* gives a cause of action if the warranty is broken; knowingly and fraudulently stating a material untruth which brings about wholly or partly the contract also gives a cause of action. To this may now be added the equitable rule (which was not in question) that a material misrepresentation, though not fraudulent, may give a right to avoid or rescind a contract where capable of such rescission. The plaintiff's case was that the defendants made an untrue statement, which