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MISREPRESENTATION—DEFINITENESS—  
ENQUIRY.

“OUR law adopts the rule of the civil law, ‘*Simplex commendatio non obligat*’; if the seller merely made use of these expressions, which are usual to sellers who praise at random the goods which they are desirous to sell, the buyer could not procure the sale to be dissolved. A purchaser ought not to rely upon them, for it is settled that when they are false and uttered with a view to deceive, they furnish no ground for action.” *Sugden on Vendors and Purchasers*, p. 3.

If a purchaser do not rely upon the statements made to him, he cannot complain of their falsity.

There is no doubt about the correctness of these rules; the difficulty, and difference of opinion, arise in their application. For example: Upon the sale of property under lease is a statement that the lease is held by “a most desirable tenant,” *simplex commendatio*, or is it a statement of a definite fact, which, if untrue, will form a ground for the rescission of a contract, based upon the assumption of its truth? The words are not equivalent to “*the* most desirable tenant,” but rather to “*a very* desirable tenant,” which is a degree stronger than “a desirable tenant.” Neither of these, however, necessarily describes such a tenant as, in every respect, a landlord’s heart could covet. A tenant may be short of