favour of the civil law maxim, in the case of realty or that which savours of realty, is that of the lease of furnished apartments.

Passing to the sale of chattels, we find that virtually the exceptions have become the rule, and the old rule has dwindled into the exception. The cause of this return to the civil law rule of caveat venditor arises from the demand for quicker and more confidential intercourse consequent upon the ever-growing increase of trade. In the rush and hurry of business transactions, we are compelled to rely more and more upon the honesty and good faith of the seller. The policy of the law in the furtherance of commercial transactions has created the necessity of uberrimæ fidei on the part of the seller The rule of caveat emptor arose from the practice of sales in market overt, when the transactions were comparatively few and simple, and the buyer was left to rely upon his own judgment after examination of the article of intended purchase.

We start, then, with the oft-repeated maxim of caveat emptor as laid down in *Chandelor* v. *Lopus*, three hundred years ago, that the buyer must be beware, and he purchases at his own risk, unless the seller has given an express warranty. The first exception to this general rule was enunciated by Lord Chief Justice Holt two hundred years ago, namely, that an affirmation at the time of a sale is a warranty, provided it appear in evidence to have been so intended. See judgment of Buller, J., in *Pasley* v. *Freeman*, 3 T. R., p. 51. The case of *Wood* v. *Smith* (1829), 4 C. & P., p. 45, affords a good illustration of a qualified warranty. The defendant, on the sale of a mare, having been asked, Is she sound? replied, "Yes, to the best of my knowledge." Then said the plaintiff, "Will you warrant her?" "No," said the defendant, "I never warrant; I would not even warrant myself." It was proved, on the trial, the mare was unsound, and the defendant knew it. Verdict passed for the plaintiff. Bayley, J., on delivering his judgment dismissing the rule for a new trial, said. "The general rule is, that whatever a person represents at the time of a sale is a warranty. But the party may give either a general warranty or he may qualify that warranty. By a general warranty, the person warrants at all events; but here the defendant gives a qualified warranty, as he only warrants the mare sound for all he knows."

A mere representation of that which the seller bona fide believed to be a fact would not amount to a warranty An