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FIRST IMPRESSIONS

(M. R. Smith.)

The poet Kipling, whose unique ability to express the worth of things has been spoken of, has recently diagnosed his mental and physical state and sent the following letter to the Editor of the Law Review:

"My dear Sir,-

I have been shopping for clothes, and I think that I have found a suit that suits me. I have also been to the hospital, and I think that I have found a doctor that suits me.

Yours sincerely,

M. R. Smith."
Gladstone Club

Honorary Presidents—The Hon. Vincent Massey, Senator James Hinton White, and Mr. James C. McDowell, K.C.

Executive.

President—Donald J. Grant, B.Com.
Vice-President—R. J. Dunn, M.A.
Secretary—Abraham Acker, B.A.
Third Year Representative—Lawrence C. S. McVicker, B.A.
Assistant Secretary—Donald K. Walkingham, B.A.
Honorary Secretary—Melvin H. Ramsay

The Gladstone Liberal Club was founded two years ago by a group of students at Osgoode Hall who were in the better end of the social circle. Hon. David C. Crall, Mr. Crall and his associates (now the nucleus of a student political club such as they were found in other cities) will be a valid asset to the student life at Osgoode Hall. The years since organized the group have seen a steady growth in the minds of students, and the Gladstone Club has experienced an additional impetus in the strength and enthusiasm of its members. To-day the Club is fifty strong and the members are united in an extremely interesting (if somewhat ambitious) project.

The Gladstone Club offers one of the few opportunities at Osgoode Hall for a better acquaintance with one's fellow students. The only requirement is a willingness to study the important political and social problems of the day from an enlightened Liberal point of view. Orthodoxy is not a requisite.

The members of the Club are, at this house of Osgoode Hall, given to carry out their studies in an efficient and confident manner in the interest of the next generation of Liberalism. The election of a Liberal party to government in the fall of the year will up the pro rata of Liberal associations in the various parts of the country, and the members will be found to be an asset in the fight for Liberalism in the next electoral wave. The Gladstone Club is fortunate in having as its honorary officers Hon. Vincent Massey, Hon. James Hinton White, Hon. James C. McDowell, K.C., who have always shown an interest in the progress of the organization and have encouraged the activities. Mr. Massey, President of the National Liberal Federation, is a regular speaker at meetings of the Gladstone Club, and has a word of encouragement for the student members. The Gladstone Club has a unique opportunity for the student to be heard before a large and interested group.

The Club intends to hold a series of meetings at which distinguished members of the legal and political life will discuss the problems and difficulties which confront a government. The Club intends to hold a series of meetings at which distinguished members of the legal and political life will discuss the problems and difficulties which confront a government. The talks, which are to be given in the manner of a discussion, will have a purpose.

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The Gladstone Club continues its career this year with the hope of gaining an interest in the student body. The Club intends to hold a series of meetings at which distinguished members of the legal and political life will discuss the problems and difficulties which confront a government. The talks, which are to be given in the manner of a discussion, will have a purpose.

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C.E.D. IS THEREFORE A STUDENT'S TEXT.

Hence a substantial discount is allowed to students purchasing C.E.D. while at Osgoode.
OBITER DICTA

Rearrangement in Fall Social Activities

(General White)

For the benefit of those who are for the first time attending the intercourse of legal proceedings and also for those who have been attending for the past one or two, or perhaps more, years, we are taking this opportunity of giving notice of the social programme for the year 1935-36.

For the past few years it has been the custom to hold a Fall dance (usually at the Embassy), a Christmas dance on the night of the formal opening of the term, and an "At Home" which usually took place in February. We have found that in the past the Fall dance has been somewhat sparsely attended, perhaps due to the lack of publicity. The Christmas dance likewise has not attracted as many people as might be desired, probably because many are anxious to go home for the holidays. Consequently we have given up the Christmas dance.

This year we are planning a Fall dance to be held in the Alexandra Room of the King Edward Hotel on Friday, November 22d, including a supper which, we hope, will meet your approval. The details will be announced in this Fall, and which, even at this early date, promises to be a huge success.

At Christmas, to celebrate the close of the year, a dinner is arranged by which we are trying to take over part of the proper dance and all the hotels and if you can stay over for it you will nobly increase your self.

The formal "At Home" will then be held around the end of February and nothing will be held regard any in the ordinary way. The present we hope to see everyone at the Fall party, November 22d is the date, in an effort to make it rival the "At Home" as one of THE EVENTS of the year.

OBITER DICTA

THE DOCTRINE OF INNOCENT MISREPRESENTATION

By J. C. Osborne.

(Attention: This Essay was written by Mr. J. C. Osborne of the present Third Year and was awarded a second prize (with two other essays) in the recent Wallace Hovis Prize Essay Competition. Due to the form in which this Obiter Dicta is printed, it has been necessary to divide Mr. Osborne's essay into two parts, the first of which appears below, and the second of which will follow in a subsequent Obiter Dicta. Obiter Dicta regrets that it has found it necessary to delete the very complete footnotes which were incorporated in Mr. Osborne's essay.)

All of the problems that present themselves in a student for consideration upon appeal to be more admirably suited to the purpose of an essay than that of "Innocent Misrepresentation." It is not an abstract question bewildering the minds of lawyers but one of almost daily occurrence in the ordinary conduct of human affairs. And, what is of the greatest importance, the decided cases have yielded no generally accepted rule, so that an examination into the law is not preceded by a foregone conclusion.

This, of course, suggests a certain divergence of opinion upon the subject but that has seldom visited the learned authors of textbooks because it is as well and clearly settled. "Perhaps it may be thought that I should not enter more consistently with the propriety of my own views, but such a position is defensible to the authority of those determinations than byewing a discussion of a disputable subject. But I have always thought that a candid and dispassionate examination of the subject was perfectly consistent with the propriety of my own views, and I have endeavored to do so.

The problems are too large to be dealt with here.

II.

Many answers to the problem of innocent misrepresentation have been set down in the past, and one in particular has become associated with the name of Sir William Anson, has been generally accepted as to justifying referring to it in every case.

I propose to reproduce without comment the essential structure of the argument.

Apart from contracts uberrimae fidei, with which we are not concerned, a representation is innocent or assent, which was not a term of the contract had no effect at common law. The judgment of the House of Chancery Chalmers in Buh v. Bur-

ned money. The House of Lords took the present position in the following passage by Williams, J.:

"Properly speaking, a representation or assent, made by one party to the other at the time of the contract (as extracted from Page Five).

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Collective Bargaining Agreements

(Continued from page 1)

any sudden transition in the application of these rules to meet the new collectivist trend. Added to this was the criticism to which the Law School was subjected. The methodological procedure of modern science, one writer has said, is "recessive and intolerable, for it forces attention on a definite group of aberrations, neglects everything else and clinches every single finding in formation and theory which is revealed to be what is related to the manhood of intellectuals in law has accordingly been reduced."

Law, as a social science, must always be subject to status and change. In the 19th Century, we find English jurists working hard to establish the principles of the Third Year.

The third year student is not eligible to take out the Third Year because his work has not been of sufficient quality and length of time. The law is not always the same. The Third Year is not the same as the Third Year in other institutions. The Third Year is not the same as the Third Year in other schools. The Third Year is not the same as the Third Year in other countries.

In Canada, more than a quarter of a million workers belong to trade unions. This number has been comprised within more than twenty-seven hundred clubs. In most of these, collective bargaining, in some at least, has been legitimate. In the past, the law has required the use of the law to maintain the collective bargaining agreements. In Canada, the law is by no means alone, nor have we ever gone so far as to insist that collective bargaining has the status of a law in general. It is, therefore, not possible to maintain that collective bargaining raises in our law; if it has been existing in the past, it may be the man of the present, but the man of the past, a man of statistics and the master of statistics, is in the present. In the law, which often comes from the law of the man who has the law, this is the man of the law in society.

The attack of the English jurists on the law, as shown no deviation from the law, is to continue. The law is not, therefore, being completed, excepting in the least, by the man of the law, but in the law, which is the man of the law in society. Where the last century's all people had been, and the next century's all people are, the life of to-day is different. The law has not been altered in terms of or in terms of what the law has been altered. Lyndsay's studio, at 112 Yonge St., is open for this purpose, and will open to any interested persons the 14th. The cost of each sitting is $2.50, payable at the time of the sitting, and this amount includes a copy of the group picture for each person.

Within the next few days each student in the Third Year of the Law School will receive a card notifying him of the time of his sitting. Lyndsay's, studio, at 112 Yonge St., will be open for this purpose, and will open to any interested persons the 14th. The cost of each sitting is $2.50, payable at the time of the sitting, and this amount includes a copy of the group picture for each person.

Mr. Lyndsay has requested that the male members of the class refrain from having their hair cut too "close," as such haircuts do not photograph well.

Andrews, Student of the matriculation class shall be required, during or at the end of the period of two months when this year's students are at the Law School, to pass such examinations as may be prescribed by the Convocation.

A further amendment was passed at the Fall Convocation to require the law school to provide for the exam inations for the examination. The new regulation prescribes that a fee of $2.50 is payable on each such examination so that the total fee for an academic year is $10.00 instead of $20.00.
The Doctrine of Innocent Misrepresentation

(Continued from page 3) the contract, of some matter or circumstances, relating to the contract, as it may be. Thus, fraud or misrepresentation is the law to determine whether the party who obtained knowledge of the false representation, to prove that the party who obtained it knew it to be false. It was put in two ways, either of which was sufficient. One way of putting the case was: "A man is not to be allowed to get a benefit from a statement which he knows to be false. He is not to be allowed, on the ground of civil jurisdiction, that when he makes it he does not know it to be false, he ought to have found that out before he made it." The other way of putting the case was: "Even assuming that some fraud might be proved, and that the plaintiff was not a party to the contract, he having it in his power to make a beneficial contract with a statement which he knew to be false, upon which he might justly rely, upon that ground only, the question is, what would be the effect upon the contract as to which it was obtained, and whether any such effect would have influence upon the contract.

In the latter case, where there is no contract, the representation is made and is not relied upon. The contract is held to be void, and the party who made the representation is liable for the loss caused thereby. The contract is held to be void, and the party who made the representation is liable for the loss caused thereby.

In the former case, where there is a contract, the representation is made, and the contract is relied upon. The contract is held to be void, and the party who made the representation is liable for the loss caused thereby. The contract is held to be void, and the party who made the representation is liable for the loss caused thereby.

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OBER DICTA

THE DOCTRINE OF INNOCENT MISREPRESENTATION

(Continued from page 6)

The purchase was induced to buy by a fraudulent representation as to the horse's soundness the contract may be rescinded. It was induced by an honest misrepresentation as to its soundness, though it may be clear that there was no warranty, and the purchaser thought that there were dealings about a sound horse, and worried in ever, yet the purchaser may pay the whole price, unless there was a warranty, and even if there was a warranty, he cannot recover the horse and claim back the whole price unless there was a warranty to that effect in the contract.

He concludes his exposition of the common law with these words:

"The difficulty in every case is to determine whether the mistake or misrepresentation is to the substance of the whole contract, and, if so, to which party is the injury to be attributed."