

The Court of Appeals of this state in the case of *Joyce and Wife vs. Taylor*, 6 G. & J., 64, said "that if a party undertakes to make a statement of facts as true, without a knowledge of their truth or falsehood, and they operate to the deception of the other party, and thereby induce him to do what he would not otherwise do, it will be avoided. The *gist* of the inquiry being, not whether the party making the statement *knew* it to be false, but whether the statement made as true, was believed to be true; and, therefore, if false, deceived the other party to whom it was made."

These principles relieve the court in this case from the necessity, always an unpleasant one, of deciding whether the representations made to the complainant in regard to the appraisal of these slaves, and their condition of bodily health, were wilful and false assertions, or not. That such representations were made, and that they were untrue in point of fact, is to my mind too clearly proved to be disputed successfully. And I am quite satisfied that reliance was placed by the purchaser upon these representations, and that they influenced his judgment in making the purchase.

Whether known to the vendor to be untrue, or not, the misrepresentation was of something material, constituting an inducement to the purchaser, and in which he placed confidence, and was misled to his injury. These afford, according to the authorities, good ground of relief. 1 *Story's Equity*, sections 193, 194, 195, 197.

It has been urged, however, in this case, that, especially with reference to the appraisal of the negroes, the means of information were equally accessible to both parties, and that it was the folly of the purchaser not to look at the record and inform himself.

But the rule, as laid down by Chancellor Kent, vol. 2, sec. 39, page 484, and to which the commendation of Mr. Justice Story gives additional weight, appears to be, that though the means of correct information be equally open to both parties, yet, if either of them does or says anything, tending to impose upon the other, and he is imposed upon to his injury, the contract will not be allowed to stand.