two views mentioned by the Full Court is the correct one. Probably the result in most cases, as in the instant case, will be the same whichever be the view adopted, and the Full Court seems to hint at this.

On the question of guilty intent the Court was of opinion that the regulation[11] did not in terms "import any mental element necessary to constitute the offence". It imposed a positive duty, performance of which could be excused only by the defendant satisfying the Court that he had done everything possible to ensure performance of the duty. This he had not done, nor had he given any evidence of a *bonâ fide* and reasonable belief in the only facts which could exculpate him. Here the Court seems to approve the opinion of Dixon J. in *Proudman v. Dayman.*[12] The Court declared that the regulation did not admit of a construction which would require the informant to prove guilty intent.

On this matter of *mens rea* and statutory offences the Court laid down no definite rule, and merely referred to *McCrae v. Downey,*[13] in which O'Bryan J. in a very useful judgment reviews many of the cases, and to *Proudman v. Dayman.*[14] In the latter case Dixon J., in the course of his judgment, said that "as a general rule an honest and reasonable belief in a state of facts which, if they existed, would make the defendant's act innocent affords an excuse for doing what would otherwise be an offence".[15] Although the present case lays down no definite rule, it is an example of the modern trend of opinion that *mens rea,* in the sense of a specific state of mind, is not ordinarily a necessary element in a statutory offence.

R. HATCH

[11]Section 4 provided: "Every person shall ensure that no contravention of any of the provisions as to the use of electricity contained in any advertisement . . . occurs at these premises . . . and in the event of any contravention of any of the said provisions occurring such person shall (unless he satisfies the Court that the contravention occurred in spite of his having done everything possible to prevent its occurrence) be guilty of an offence. . . . "

[12](1941) 67 C.L.R. 536. [13][1947] V.L.R. 194. [14]*supra.* [15]*supra,* 540.

CONTRACT—COMMUNICATION OF OFFER ANOTHER TICKET CASE

MOST of the contracts of everyday life are of a skeleton type into which the law must imply terms to cover matters to which the parties themselves do not advert. In the so-called "ticket" cases one party hands to the other, at the time of the transaction, a document purporting to limit the liability of the former by modifying or excluding

the terms which the law would otherwise imply. The question for the Court then is, Has there been a sufficient communication of this offer to the recipient? The rules governing the matter are well settled, and are illustrated by the recent case of *Causer v. Browne* (1952) V.L.R. 1.

This was an action for damages for breach of contract or damages for negligence in dealing with a frock left with the defendants to be dry-cleaned. It was found that when the frock was deposited a docket was issued containing a printed condition purporting to relieve the defendants from all liability for loss or damage. Herring C.J. held that this special condition had not been communicated to and accepted by the offeree, so as to exclude the implied undertaking to use care in cases of *locatio operis faciendi.* The defendants not having negatived negligence, judgment was given for the complainant.

His Honour first stated the primary rule: that the offeree is bound if he knew the special conditions, or if he knew that the offer was subject to special conditions and accepted it without enquiring what they were.[1] He then drew the well-established distinction in cases of this kind, between:

(1) Transactions of a kind commonly entered into on the basis of special conditions, as in *Nunan v. Southern Railway Co.*,[2] *Penton v. Southern Railway*,[3] *Thompson v. London, Midland and Scottish Railway Co.*[4] In these cases the offeree is bound if the offeror shows, either that the offeree knew that the writing contained conditions, or that he (the offeror) had done what was reasonably sufficient to give the offeree notice of the conditions and that he was contracting on those terms. It is settled that the offeror has done what is "reasonably sufficient" if there is on the face of the ticket a reference to the conditions or a statement showing where they are to be found.

(2) Transactions of a kind commonly entered into without special terms, as in *Parker v. South Eastern Railway Co.*[5] Here the offeror must show that the offeree was aware (or ought to be treated as having been aware) that the document was not a mere voucher or receipt but was also intended to introduce special conditions. In the absence of any such knowledge or good reason for belief, the offeree is not bound to examine the document with a view to ascertaining whether it contains any such conditions.

His Honour found that the transaction in the instant case fell within the second class:

[1] [1952] A.L.R. 12, 14.
[2] [1923] 2 K.B. 703.
[3] [1931] 2 K.B. 203.
[4] [1930] 1 K.B. 41.
[5] (1876) 1 C.P.D. 618, (1877) 2 C.P.D. 416.

"The deposit of goods for dry-cleaning with the defendants in the ordinary course of their business was a transaction of a kind that is generally entered into on the basis of terms implied by law and without any special terms being agreed to by the parties thereto. No practice to the contrary was shown or even suggested in the evidence before the Magistrate. The docket handed to the complainant's husband was one that might reasonably be understood to be only a voucher for the customer to produce when collecting the goods and not understood to contain conditions exempting the defendants from their Common Law liability for negligence."[6]

The decision thus turns on a point of evidence; no evidence was before the Court to suggest an inference that contracts of the kind in question are commonly entered into on the basis of special terms. It is believed that such evidence might readily have been adduced.

ROBERT BROOKING

[6][1952] A.L.R. 12, 15.

TORRENS SYSTEM—TRANSFER OF LAND—PRIORITIES IN EQUITY—RIGHTS AGAINST ASSURANCE FUND

THE problems associated with forged Title Deeds have received clarification for Victoria, in *Davies v. Ryan* [1951] V.L.R. 283. In 1947, D became the registered proprietor of land under the Transfer of Land Act 1928. Having no real home, he left his certificate of title in the custody of a Mrs. C for safekeeping. Two years later, Mr. C, having got possession of the certificate, entered into a transaction with R whereby C transferred the land in the certificate to R who signed a contract of sale back to C, which was to be carried into effect when the purchase money was repaid. C told R that 'D', the name which appeared on the title, was an assumed name of his own; and R had no complicity in the fraud. R was duly registered as proprietor. Later, when R was pressing for repayment, C found one F who was willing to buy the land. At C's direction, R signed a transfer of the land from himself to F. F paid the purchase money, the transfer was lodged for registration, and F started to build on the land. D then discovered the forgery. He lodged a caveat, and brought action against C, R, F, and the Registrar of Titles, seeking injunctions and full restitution. At the time of trial, C had disappeared and R disclaimed any beneficial interest in the land. Both R and F claimed to be indemnified against the Assurance Fund should restoration of D's name to the register be ordered.