

tion, to be so defective, that the purchaser would be liable to be dispossessed at any moment.

In *Scott v. Alvarez* (1895), 2 Ch. (C.A.) 603 [a judgment which varied, upon new evidence produced by the purchaser, the decree in (1895) 1 Ch. (C.A.) 596, and reversed in part a decision, reported in (1895) 1 Ch. 621, which was rendered by Kekewich, J., subsequently to that decree], a condition of sale, provided that the purchaser should not make any objection to the intermediate title between a certain lease and the assignment of it, but should assume that the assignment vested a good title in the assignee. The abstract of title shewed that there was a vital defect in the intermediate title, and that the assignees had no title to the property. *Held*, (1) that the purchaser was bound at law by the condition, and therefore could not recover his deposit; but (2) that as the title was bad in the sense that, as the purchaser could be exposed to the risk of immediate eviction the court should refuse to decree specific performance and leave the parties to their legal remedies.

9. *Some special grounds for refusing to enforce stipulations against purchasers.*—Stipulations which would otherwise have been construed as precluding objections to the title will obviously not debar the purchaser from obtaining a release from his obligations, if his claim for relief can be made good on any of the general grounds which render contracts non-enforceable.

(1) One of those grounds is illustrated by the decisions which have proceeded on the doctrine that a purchaser is not bound by a contract which contains a material statement which is positively untrue. The courts have refused to enforce contracts both in cases where the misrepresentation was innocent, and in cases where it was of such a nature that the vendor would have been liable to an action for deceit.

In *Drysdale v. Mace* (1854: C.A.) 5 De G. M. & G. 103, aff'g 2 Sm. & Giff. 225, one of the conditions in an agreement for the sale of a reversionary estate in fee, was as follows:—"A statement in a deed of 1836, that a life annuity granted to G. M. had not been paid or claimed for eight years previously,—and which will be supported by a declaration by the vendor that no claim has been made on him since 1841, and that he believes the same has not been claimed for the last twenty years,—shall be conclusive evidence that the annuity has determined." A suit for specific performance was dismissed, on the ground that, where an annuity issuing out of the estate sold is described in one of the conditions of sale as a life annuity granted to a specified person, the purchaser cannot collect