deed of a specified date and that "no other or earlier title should be required or inquired into" by the purchaser. *Held*, in a suit for specific performance, that this condition did not preclude the purchaser from insisting on an objection which was accidentally disclosed by the vendor, viz., that there was nothing to shew that a certain lease was not still subsisting. It was, however, considered by Fry, L.J., that the purchaser was only entitled to an inquiry as to whether the vendor could make a good holding title.

In *Rhodes* v. *Ibbotson* (1853), 4 DeG. M. & G. 787, it was stipulated, in a contract for the sale of leasehold hereditaments, that the vendor should produce a good and marketable title commencing from the freehold, but that no title should be called for prior to the lease. In the course of the investigation it was stated that the lease had been granted in pursuance of a prior contract, the benefit of which had been the subject of a security, which was by the same statement represented as having been satisfied. *Held*, that the purchaser was entitled to investigate the dealings in respect of this earlier contract.

Reference may also be made in this connection to a case which has frequently been cited by the Courts as a precedent bearing upon the effect of conditions of sale, although it did not involve any stipulation of that character: *Warren* v. *Richardson* (1830), 1 Younge 1 There specific performance of an agreement to accept a lease, was decreed, the Court being of opinion that the defendant had by his conduct waived all objections to the vendor's title. But subsequently, when the lease was being settled, it became necessary for the vendor, in order to identify the premises, to produce before the Master the original lease under which the plaintiff was entitled to the property, and as that production shewed that a sufficient lease could not be made to the defendant according to the agreement, the Court declined to decree specific performance.

In another group of cases the discussion had reference to the right of the purchaser to take advantage of information derived from sources wholly extraneous.

In *Shepherd* v. *Keatley* (1834), 1 Cr. M. & R. 117, an action by the vendor for failure to complete the purchase, it appeared that on a sale by auction of leasehold property, one of the conditions was, that the vendor "should not be obliged to produce the lessor's title." Subsequently the solicitor of a third person sent to the purchaser's solicitor notice of an adverse interest claimed by that person in the property. *Held*, that, notwithstanding the above condition, he was entitled to insist in those defects. Alderson, B., said: "The 'not being obliged to produce the lessor's title' merely confers upon the vendor the power of enforcing the contract without producing or giving evidence of that title; but that expression cannot prevent the purchaser from taking objections discovered by himself." Bolland, B., said: "The clause here has a sufficient operation in protecting the vendor from the inconvenience, or perhaps the impossibility of produc-