

the vendor derived a good title under a will did not preclude him from shewing that, upon the true construction of the will, a good title did not pass. Chatterton, V.-C., refused to decree specific performance.

In *Small v. Torley* (1890), 25 Ir. R. 388, it was stipulated that, on tender of a declaration by the vendor that a certain post-nuptial settlement of the property was voluntary, the purchaser should be bound to assume that the settlement was voluntary in respect of the vendor, his wife, and children, and should not be entitled to require the consent of the grantee to the sale. *Held*, by Porter, M.R., that the purchaser, though precluded by this condition from objecting to the vendor's title on the ground that the settlement had been executed, was entitled to proof that the settlement, though voluntary in its inception, had not been set up by condition subsequent.

Under a contract of this tenor, the obligations of the purchaser may, of course, be modified by his dealings with the vendor prior to the final completion of the sale.

In *English v. Murray* (1883), 49 L.T.N.S. 35, one of the articles in an agreement for the sale of seventeen undivided shares of a coal mine stated two conveyances by which six undivided shares of the land underneath which the coal lay had been conveyed to the vendor's predecessor in title, and required that the purchasers should assume that six undivided shares of the minerals passed by two conveyances of the land, and thereby became absolutely vested in the vendors' predecessor in title. In the course of the subsequent negotiations, it was found that the vendors could not furnish demonstrative evidence as to these six shares, and after a full discussion of the question, at which the professional advisers of the parties were present, the purchasers completed the contract, and paid the deposit money. Subsequently an indenture was discovered from which it appeared that the vendors were not the owners of the six shares, either at the time when the agreement was made or previously. *Held*, that, as there had been no fraud in the matter, and the purchasers, after having ascertained the defect in the title to the shares, had thought fit to run the risk of taking the property without having had the point cleared up, the vendors were entitled to a decree of specific performance. But a deduction was made from the purchase money as compensation for the loss of the shares. Bacon, V.-C., distinguished the case from those which had been decided simply upon the terms of the contracts.

8. *Stipulations precluding objections on the part of the purchaser.*— Another form of stipulation, which is sometimes employed without the addition of any other restrictive clause, and sometimes in combination with one or other of those discussed in the preceding sections, purports to bind the purchaser to make no objection concerning some particular element which renders the