or make any requisition whatever,' it appears to me that he would be precluded from making those objections if that statement was true; but that, if the statement which accompanied the condition was in itself an untrue statement, then he would not be bound by the condition at all, and would have a right to say, 'Although taking you at your word, taking your statement of title, I may not ask questions, yet, if it turns out that that statement upon the faith of which I was content to ask no questions is an untrue and an incorrect statement, I am not bound any longer by the condition not to ask questions.'" The statement in question was viewed as fraudulent in respect of its having been made by the vendor without knowing whether it was true or false. As to the quality of such a statement, see generally *Reese River, etc., Co.* v. *Smith*, L.R. 4 H.L. 79.

(2) In another group of cases the ground upon which the purchaser was held to be entitled to withdraw from the contract was, that the stipulation itself, or some other clause of the contract contained a statement which, although it was not positively untrue so far as its actual words were concerned, was misleading.

In *In re Marsh & Earl Granville* (1882), 24 Ch.D. (C.A.) 11, the contract provided that the title should, as to the freehold portion of the property, commence with an indenture of a certain date, and that the earlier title, whether appearing by recital, covenant for production or otherwise, or not appearing at all, should not be investigated or objected to. From the abstract of title it appeared that this indenture was in part a settlement on the grantor himself and in part a voluntary conveyance to trustees, in trust for sale, and that a power to revoke the trusts was reserved. *Held*, that the stipulation was not expressed in those clear and explicit terms in which it ought to be expressed, if the purchaser was to be bound by it. Cotton, L.J., said: "The principle in this, that the court will not compel a purchaser to take an estate with less than the ordinary title which the law gives him, unless the stipulation on which the vendor relies for the purpose of excluding what could otherwise be the purchaser's legal right is fair and explicit. I think the test of its being fair and explicit is whether it discloses all facts within the knowledge of the vendor which are material to enable the purchaser to determine whether or not he will buy the property subject to the stipulation limiting his right to the ordinary length of title." In the lower court it was laid down, by Fry, J., that the general nature of the instrument which was specified as the root of the title should have been intimated, because this was an element which would influence to some extent a person who was contemplating the purchase of the property.

In *In re Davis & Cavey* (1888), 40 Ch. D. 601, 607, at an auction sale certain property, described in the particulars as "leasehold business premises," was put up under conditions providing that the title should commence with the conveyance to the vendors, and that no objection should be made in respect of anything contained in the lease. After the abstract