

dition, however, before Mr. Justice Pearson in *Hardman v. Child* was, in fact, so framed as to relate both to requisitions as to title and to requisitions as to conveyance, and his lordship held that a condition of that kind was intended only to meet the case of a purchaser insisting on an objection which the vendor was absolutely unable to remove, or, if not absolutely unable, the removal of which would throw upon him such an amount of expense as it would be unjust that he should be compelled to pay. The more recent authorities, however, by no means bear out the propositions laid down in *Hardman v. Child*, and that case was, in substance, disapproved by the Court of Appeal in *In re Glenton and Saunders to Haden*, 53 L.T. 434. The condition in question seems now to have increased in favour with the judges, so much so, indeed, that they seem almost to regret that the use of the condition should be subject to any restrictions. Thus Lord Justice Cotton remarked: "There may be a doubt whether it is quite reasonable to say, when parties have entered into a contract, that the court must consider whether it is unreasonable or not, but the cases do certainly lay down this—that a vendor cannot avail himself of such a condition arbitrarily or unless he shows some reasonable ground for his unwillingness to answer the requisition (*In re Dames and Wood*, 54 Law J. Rep. Chanc. 771; L.R. 29 Chanc. Div. 630). The modern authorities, perhaps, justify us in saying that conditions of the kind in question are at the service of a vendor so long as his exercise of the right they confer is not capricious and is *bona fide* (*In re the Starr-Bowkell Building Society and Sibun's Contract*, 58 Law J. Rep. Chanc. 651; L.R. 42 Chanc. Div. 375; *Woolcot v. Peggie*, 59 Law J. Rep. P.C. 44; L.R. 15 App. Cas. 42). But even after reaching that point it is by no means easy sailing for either vendors or purchasers, inasmuch as many cases must constantly occur where it is difficult to draw the line between a capricious exercise, or an exercise not *bona fide*, and a proper exercise of the vendor's right to annul the sale under the condition framed for that purpose. As the law now stands, it certainly seems to be in favour of freedom of contract, but it unquestionably renders the task of a professional adviser much more difficult than it would have been if the observations of Mr. Justice Pearson in *Hardman v. Child*, instead of being met with disapproval, had been upheld in their integrity; and it is quite conceivable that in the case of purchasers very many will, rather than face the uncertainty of the law, too tamely yield to a vendor who meets a fair requisition with the threat of rescission.—*Law Journal*.