favour of the purchaser, it seems not unlikely that stipulations which by their terms are applicable merely to inquiries and requisitions would not now be treated, either in law or equity, as being restrictive to the extent of cutting off the right of the purchaser to avail himself of information obtained aliunde, and that, in order to produce this consequence, they must be supplemented by one of the more strongly expressed provisions noticed in the following sections.

7. Stipulations binding purchasers to make certain assumptions or admissions.—The essence of another kind of stipulation, often conjoined with one of the type discussed in the preceding section, is, that a certain assumption or admission shall be made by the purchaser with regard to the validity of a document or transaction, the occurrence of a particular event, or some other matter which affects the quality of the title. Such a stipulation is often conjoined with one or both of the limiting clauses discussed in the preceding and the following sections. But, whether it is or is not so conjoined, it is deemed, for the purpose both of legal and equitable remedies, to preclude the purchaser absolutely from taking advantage of the defect to which it relates.

In *Cruse* v. *Nowell* (1856), 2 Jur. N.S. 536, it was stipulated thus: "The purchasers shall admit that the sale was well made under the power in a certain mortgage deed, although the mortgagor did not concur therein." *Held*, by Kindersley, V.-C., that this stipulation did not bind the purchaser to admit that there was, in point of fact, a good and valid power of sale.

In *Musgrave* v. *McCullagh* (1864), 14 Ir. Ch. R. 496, one of the conditions of sale was as follows: "The purchaser shall not be at liberty to require any evidence of the title of the lessors in the said lease, or any of them, or object, by reason of incumbrances, if any, affecting the title of such lessors; nor require the production of any title deeds connected with the premises prior to said lease; but shall admit that said lease has been duly executed and acknowledged by all the parties thereto, and be satisfied with same being handed over to them, and the title deduced therefrom to the vendor." *Held*, that the purchaser was not precluded from inquiring into the title of the lessor, but merely from requiring the vendor to furnish him evidence of title. The court was of opinion that the case was not controlled by the decision in *Hume* v. *Bentley* (1852), 5 DeG. & Sm. 520. See § 6, *ante*.

In *Jackson* v. *Whitehead* (1860), 28 Beav. 154, a testator bequeathed