

only an equitable interest, and engages to sell nothing more than such an interest.

In *Cole v. Cross* (1912: Man. K.B.), 1 D.L.R. 127, an agreement for the sale of lands in Saskatchewan provided for a transfer under the Sask. Real Property Act, or for a deed without covenants other than as against incumbrances, and also provided that the purchaser "accepted the title of the vendor, and should not be entitled to call for the production of any abstract of title, or proof or evidence of title, or any deeds, papers, or documents relating to the property, other than those which were then in the possession of the vendor." Before the completion of the sale, a caveat was filed by a third party against the land. *Held*, that the purchaser was not entitled to demand a transfer free from this caveat, for which the vendor was in no way responsible.

4. Stipulations circumscribing the purchaser's right to make inquiries or requisitions in respect of the title. Generally.—The substance of another type of restrictive stipulations is that the purchaser shall not make inquiries or requisitions with regard to certain specified matters which affect the quality of the title.

In some of the cases in which these stipulations were considered, the only points discussed were, the extent to which, the manner in which, or the time within which, the vendor was bound to comply with the purchaser's demands for information concerning the title.

In *Ogilvie v. Foljambe* (1817), 3 Mer. 53, one of the conditions of a sale of leasehold property was that the title was to "originate and be derived from the lease under which the premises were held by the vendor, and that the purchaser should not be entitled to call for the production of, or inquire into, the title of the lessor." Grant, M.R., held that the vendor was not bound to shew the title of the lessor, and decreed specific performance of the contract by the purchaser. A reference was directed as to whether the vendor could make good title under the lease. In Sugden, on Vendors and Purchasers, 14th ed., p. 345, the rule said to be deducible from this case is stated thus: "If a purchaser having full notice that he is not to expect a title beyond a limited period concludes an agreement for purchase, he will be held to have waived his right. This is by matter of notice, and not of contract."

In *South v. Hutt* (1837), 2 My. & Cr. 207, by two of the conditions of the sale of an estate which was sold in lots it was stipulated (1) that the vendor should deliver an abstract of the title to the purchaser, but that, as to a certain specified parcel of the estate, which had been acquired under an award by inclosure commissioners, he should not be bound to show any title thereto prior to the award; and (2) that the vendor should deliver up to the purchaser of the greater part in value of the estate all