

vendor knew, *E. B.* was seized in fee simple, and that a vendor is not entitled to say that the purchaser shall assume that which vendor knows not to be true. The case was treated as one which did not involve any want of good, but merely an erroneous representation as to a part of the facts. *Brett, L.J.*, said: "If the condition of sale had been in contest before a court of common law, under the old state of the law, the purchaser would have had everything he was entitled to, and could not have asked for more; but I think that the authorities shew that, in court of equity, requirement or insistence that a certain state of things shall be assumed does by implication contain an assertion that no facts are known to the persons who require it which would make that assumption a wrong one according to the facts." *Cotton, L.J.*, said: "A title was shewn to the purchaser in accordance with the conditions of sale, but, on making inquiries as to matters which were open to him under those conditions as to the title shewn, he ascertained a fact which he contended raised a doubt as to the title being in accordance with what was stated in the conditions of sale, and he required further information; that is to say, he required the vendor to make a further abstract of title, or to have a further investigation of title to clear up the doubt. If the purchaser is not concluded by the conditions of sale, it must be admitted that he is entitled to further information and further investigation of title than that which he has already got. He has not got such a title as the court can force upon him. " . . . I take it that the conditions of sale must be fair, and for the purposes of the present case, I think one may lay down this,—that in conditions of sale there must not be made any representation or condition which can mislead the purchaser as to the facts within the knowledge of the vendor, and that the vendor is not at liberty to require the purchaser to assume as the root of his title that which documents in his possession shew not to be the fact, even though those documents may shew a perfectly good title on another ground."

In *Nash v. Wooderson* (1895:Ch.D.) 52 L.T.N.S. 49, an agreement for the sale of leasehold property stated that it was let for a term of fifty years from a specified date. One of the conditions of the sale was that the title should commence with two specified underleases, and that the purchaser should not call for the production of, or investigate, or make any objection or requisition respecting the title prior to the underleases on any ground whatever, by whatever means such ground of objection or requisition should come to his knowledge. Four years after the completion of the sale, the fact that third persons claimed interests in the property adverse to a right which the underleases purported to confer upon him was brought to his notice through a statement in one of the particulars of an auction sale which had been ordered by the court in a certain suit. *Held*, by *North, J.*, that, as the statement in the contract to the effect that the property was held for a term of fifty years was untrue, the purchaser was not bound to complete the sale. The standpoint of the learned judge as indicated by the following remarks: "If the vendor said, I am owner in fee of the property and then added a condition, 'the purchaser shall accept my title, and shall not go behind the conveyance from me to him, or ask any question,