

3. On a sale by a person whose title is derived under a Chancery purchase, a question as to whether the legal estate was effectually conveyed to him under such purchase is, on a subsequent sale of the property, a question of conveyance, not of title.

Rae v. Geddes, 217.

4. A. agreed to sell to B. "all his right, title, and interest," in certain specified property "owned by" A., and to "give a good and sufficient deed of the said land free of all incumbrances."

Held, that the vendor was bound to shew a good title.

Gordon v. Harnden, 231.

5. Before an abstract was asked for, the purchaser had sold small portions of the land, and he and his vendees had cut down some of the wood thereon; but the vendor, notwithstanding, promised afterwards to give an abstract as demanded, and delivered an abstract accordingly:

Held, that the plaintiff was entitled to have this abstract verified. *Ib.*

VOLUNTARY CONVEYANCES' ACT (1868.)

The Voluntary Conveyances' Act (1868) gives effect as against subsequent purchasers, to prior voluntary conveyances executed in good faith, and to them only; and a voluntary conveyance to a wife for the purpose of protecting property from creditors was held not to be good against a subsequent mortgage to a creditor.

Richardson v. Armitage, 512.

WAREHOUSEMANS' RECEIPT.

A warehouseman sold 3,500 bushels of wheat, part of a larger quantity which he had in store, and gave the purchaser a warehouseman's receipt under the statute, acknowledging that he had received from him that quantity of wheat, to be delivered pursuant to his order to be indorsed on the receipt. The 3,500 bushels were never separated from the other wheat of the seller:

Held, by the Court of Appeal [*Spragge, C., Morrison, and Gwynne, JJ.*, dissenting] that the purchaser had an insurable interest.

Box v. The Provincial Insurance Co., 280.

WHEAT, SALE OF, PART OF A LARGER QUANTITY.

"See "Warehouseman's Receipt."