In *Molloy* v. *Sterne* (1830), 1 Dr. & Wal. 585, it was stipulated that the plaintiff should "set by lease to the defendants, or assign, if preferred, for the longest term he could grant," a certain brewery. Lord Plunkett, Ch. (Ir.), held that the defendants were bound to take such title as the plaintiff had at the time when the contract was made, and that under its terms they were not entitled to call upon the plaintiff to shew his lessor's title. But, as there was some uncertainty regarding the exact nature of the leases involved, an order of reference for inquiry on this point was made, final judgment being reserved.

In *Duke* v. *Barnett* (1846), 2 Coll. 337, where the purchaser agreed to accept the vendor's title, it appeared that an incumbrancer of K., a former tenant in fee simple of the property had executed a release or re-conveyance, defective in point of its not covering the whole property; the consequence being that a legal estate in a portion of the property was left outstanding, and constituted a flaw in the title under which it was held by the vendor, a subsequent grantee. Knight-Bruce, V.-C., being of opinion that the purchaser was precluded by his stipulation from objecting to the vendor's title on the ground of this flaw, decreed specific performance of the contract.

In *Leathem* v. *Allen* (1850), 1 Ir. Ch. Rep. 683, the conclusion of Brady, Ch. (Ir.), was that an agreement by the vendors to let to the vendees for the term of sixty-one years the premises then occupied by the vendors "as held under A. B." did not relieve the vendors from the duty of proving the title of the lessor, A. B. The *ratio decidendi* was that, as the words, "as held under A. B." were ambiguous, the purchaser was at liberty to put his own construction upon them. The learned Judge distinguished *Spratt* v. *Jeffrey* (see § 6, *post*), on the ground that it had been decided upon the whole contract and not upon the words of the stipulation "as he holds the same." He considered that, if he were to enforce the contract, he would be going further than that case.

In *Keyse* v. *Haden* (1853), 20 L.T. O.S. 244, where a contract for the sale of a leasehold estate provided that the purchaser was to "take such title as the vendor had," Page-Wood, V.-C., thus stated his conclusions: "If the stipulation is clear and intelligible, and the title, when produced, is bonâ fide the best title the vendor can make, the purchaser will be bound by it. I think the words, 'shall take such title as the vendor has,' mean such title as the vendor can make from the documents in his possession."

In *Ashworth* v. *Mounsey* (1853), 9 Exch. 175, one of the conditions of sale stated that, as the vendor had only an equitable interest in a certain portion of the property sold, the purchaser should accept as to that portion such title as the vendor was able to deduce and convey. The right of the purchaser to maintain an action for the return of his deposit on the ground of a failure of consideration was denied. Parke, B., said that *primâ facie* every vendor contracts to sell the legal estate, but that this rule is not controlling where the obligation of the vendor is cut down by the terms of conditions of sale, which set forth that he has