

from such a description that the annuity was granted for four lives. "I think," said Turner, L.J., "that there is considerable doubt whether the purchaser did not contract to buy the estate, whether the annuity was subsisting or not, but I am disposed to think that the true construction of the contract is, that the purchaser, although not entitled under the conditions to require the vendor to furnish further evidence that the annuity had determined, bought, nevertheless, on the footing that the annuity was not subsisting."

In *Harnett v. Baker* (1875), L.R. 20 Eq. 50, one of the conditions was that the title to the beneficial ownership of the property should commence with the will of A. C., and that the purchaser must assume that A. C. was at his death beneficially entitled to the property in fee simple free from incumbrances. The purchaser alleged that the suggestion in this condition with respect to the beneficial ownership of H. C. was untrue and misleading; because it appeared from one of the later deeds stated in the abstract, that A. C. had attempted to purchase the property from trustees of the will of one G. W.—persons who had no title to sell, either at law or equity,—that in fact the purchase-money had not been paid by A. C. to his vendors during his lifetime; and that the greater part of such money was not paid until the date at which the plaintiff pretended that the legal title became vested in him. *Held*, that the purchaser was not bound by the condition of sale; and that, as the vendor declined an open reference of title, his bill for specific performance should be dismissed. Malins, V.-C., said: "Although a vendor is at liberty to introduce special conditions of sale, he must not make them the means of entrapping the purchaser, and they must not be founded on any erroneous statement of fact. There must be fair and honest dealing in the transaction, and on that principle only special conditions are sanctioned."

In *In re Banister, Broad v. Munton* (1879), 12 Ch. D. (C.A.) 131, at a judicial sale of the fee simple of a farm, it was stipulated in one of the conditions in the deed drawn by the conveying counsel of the court that a declaration by the tenant to the effect that the farm had been taken by him from E., in October, 1831, and had since then been held by him of E., and those claiming under E. in succession, should be produced to the purchaser. In another condition it was provided that the purchaser should be satisfied with the title so made, without the production of any document previous to the will of E. in 1860, who should be assumed to "be seised of the whole property in fee simple in possession, free from incumbrances," in October, 1835, and up to and at her death. The condition also stated that "it was not accurately known, and could not be satisfactorily explained, how she acquired the property," and it was further stipulated that "no other title than as above should be required or inquired into." From the abstract of title the vendee discovered that E. was a mortgagee in possession and had no title against the mortgagor except under the Statute of Limitations, by adverse possession commencing in 1844. *Held*, that the conditions must be taken as having "inferentially represented to the purchaser that, at all events, so far as the