

A special condition "ought to be expressed in such language as to shew clearly what it was:" *Kindersley, V.-C.*, in *Cruse v. Nowell* (1856), 2 Jur. N.S. 536.

"If the vendor meant to express that, whatever the title was, the vendee was bound to accept it he should have said in clear and unambiguous words:" *Blackburn, J.*, in *Waddell v. Wolfe* (1874), L.R. 9 Q.B. 515.

The rights and liabilities of the vendor and the purchaser under a restrictive stipulation are determined upon the same footing, irrespective of whether it is one of the conditions prepared by the vendor alone, with a view to a public sale, or forms a part of a contract drawn up after private negotiations between him and the purchaser.

For cases in which this doctrine was explicitly affirmed, see *Rhodes v. Ibbotson* (1853), 4 DeG. M. & G. 787, 793; *In re Marsh and Earl Grenville* (1883), 24 Ch. D. (C.A.) 11 (*Cotton, L.J.*).

3. Stipulations binding the purchaser to take the same title as the vendor's.—From the cases cited below it is clear that a stipulation of which the essential purport is, that the purchaser shall accept the same title as that of the vendor or a third person specified will be enforced according to its terms, both by courts of equity and by courts of law, unless it is open to objection, on the score of ambiguity, or for some other special reason.

In *Freme v. Wright* (1819), 4 Madd. 365, the assignees of a bankrupt put up to sale his interest in an estate "under such title as he lately held the same, and abstract of which may be seen at the office of Messrs. T. & Co." *Held*, that this condition imported that the assignees meant only to sell such title as the bankrupt had. Specific performance was decreed by *Leach, V.-C.*

In *Wilmot v. Wilkinson* (1827), 6 B. & C. 506, the plaintiff was held entitled to maintain an action for a part of the money which was to be paid for the next presentation of a benefice, under an agreement which purported to convey "such title as the vendor had received" from a third party specified. "It is contended," said Lord Tenderden, "that the vendors did not exhibit a good title, and did not tender any conveyance. If they did all that their contract required, and more was demanded, that exonerated them from the necessity of taking any further steps. Now I know not what language a man is to use who intends to sell such title as he has, and nothing more, if the words of the agreement in question will not suffice to limit his undertaking. If a purchaser unwisely bargains to pay for such title as another has, it is his own fault if his money is placed in hazard by the insufficiency of the title."