

VENDOR'S LIEN—Continued.

lien, it will not pass to the assignee simply upon the footing of the assignment of the debt. *Dixon vs. Dixon*, 220.

3. There are cases in which the benefit of the vendor's lien has been extended to third persons, but they are cases in which the marshaling of assets has led to such results, or where sureties, who have been compelled to pay for their principals, have been, by substitution, clothed with all the rights and remedies of those whose debts they paid. *Ib.*
4. There has been no case found, where the assignee of a note or other security given for the purchase money of land, has been permitted to sustain a claim of this description on an implied agreement to assign the lien, though cases may be found in which, by *express agreement*, the lien has passed to the assignee of the bond or note. *Ib.*
5. The lien being intended to secure the payment of the purchase money to the vendor, an assignment of the notes or bonds given therefor, without responsibility, and for value, is equivalent to payment, and extinguishes the lien. *Ib.*

See PRACTICE IN CHANCERY, 35.

VESTED ESTATE.

See WILL AND TESTAMENT, 15.

VOLUNTARY CONVEYANCE AND AGREEMENT.

See CONVEYANCE, VACATING OF, 2 to 6.

DEEDS VOID UNDER THE INSOLVENT LAWS.

SPECIFIC PERFORMANCE, 13.

VOIR DIRE.

See PRACTICE IN CHANCERY, 26.

WAIVER.

See COMMISSIONS, 2.

PRACTICE IN CHANCERY, 28.

WARRANT OF RESURVEY.

See PATENTS.

WARRANTY.

1. Though the seller of a chattel, of which he has possession, warrants the title, he is not bound to answer for the quality, unless he expressly warrants the goods to be sound and good, or unless he makes a fraudulent misrepresentation, or uses some fraudulent concealment concerning them, which amounts to a warranty in law. *Taymon vs. Mitchell*, 496.
2. An assertion respecting an article must be positive and unequivocal, and one on which the buyer places reliance, in order to amount to a warranty, and if the vendee has an opportunity of examining the article, the vendor is not liable for any latent defect, without fraud or an express warranty, or such a direct representation as is tantamount to it. *Ib.*
3. Every mere false assertion of value, when no warranty is intended, will not constitute a ground of relief to the purchaser. If the assertion is a mere matter of opinion, in which parties may differ, or if the seller indulge in the common language of puffing, it will not amount to a warranty. *Ib.*