

No.....

BILL OF SALE
OF PERSONAL PROPERTY

FROM

TO

A bill of sale, describing the articles sold, amounts to a warranty that the articles conform to the description (Henshaw v. Robins, 9 Met. 83; Hastings v. Lowring, 2 Pick, 214; Chandelor v. Lopus, 1 Smith L. Gas, 76 et seq.)

The seller of a chattel, if in possession, warrants by implication that it is his own, and is answerable to the purchaser if it be taken from him by one who has a better title than the seller, whether the seller knew the defect of his title or not, and whether he did or did not make a distinct affirmation of his title. But if the seller is out of possession and no affirmation of title is made, then the purchaser buys at his peril. (Parson's Cont. 5th ed. 574.)
