

of Lord Hardwicke, raise 'from the circumstances or the conditions of the parties contracting—weakness on one side, usury on the other, or extortion, or advantage taken of that weakness'—a presumption of fraud.' Now, that being the state of things, the onus, as I understand that judgment, is still thrown upon the person dealing with the heir expectant to rebut the presumption arising from the circumstances and conditions of the parties contracting. but it is no longer true that the mere proof of inadequacy of price will render it impossible for him to rebut that presumption, and the statute seems to me to shew what he must do in order to rebut the presumption. He must shew that the purchase was made *bonâ fide* and without fraud and without unfair dealing. Now, so far as actual fraud in fact is concerned, I do not think that the learned judge found that it existed here. But he found that the price was inadequate, and grossly inadequate. Although the mere fact of the price being grossly inadequate is undoubtedly a material element to take into consideration when dealing with the question whether the onus on the person dealing with the heir expectant has been satisfied—that is, the presumption of fraud has been rebutted—I doubt whether you can, merely upon the ground of inadequacy of price since the statute, say that the party has failed in the onus which has been cast upon him. But it is not necessary in this case to go that length. Although it may be that in this case there is no proof of fraud, that there is no proof of what Lord Selborne in *Earl of Aylesford v. Morris* (ubi sup.) refers to as a deceit or circumvention, yet the circumstances quite apart from the inadequate price, considered alone, do shew that there was unfair dealing. Now, what is there that you have to add to the grossly inadequate price here. because, following the ruling of Lord Selborne, I take into consideration the grossly inadequate price, and I look to see whether there is anything else going to shew that there was unfair dealing, by which I understand taking an unfair advantage of the weakness of the heir expectant, or his desire to avoid publicity or anything of that sort. Under those circumstances, without deciding that the inadequacy of price, although gross, if it had stood alone would have been sufficient since the statute, it seems to me that, if you take the inadequacy