

the Railway Act, entered upon the land of which the plaintiffs were lawfully in possession, the action would lie, and that it was competent for the Court to make a declaration of the plaintiffs' title; and that although the term named in the agreement had expired, yet that the agent's direction to suspend building raised an equity in their favor against the landlord to prevent his ejecting the plaintiffs at the end of the term, until they had a reasonable time after notice to complete the building, and that the railway company took subject to that liability.

WARD OF COURT—MARRIAGE OF WARD WITHOUT LEAVE OF COURT—SETTLEMENT—INFANTS' SETTLEMENTS ACT (18 & 19 VICT., c. 43)—R.S.O., c. 44, s. 32.

*In re Leigh Leigh v. Leigh*, 40 Chy. D. 290, the Court of Appeal (Cotton, Lindley and Bowen, L.JJ.) determined that where a male infant ward of Court had married without the leave of the Court, the Court had no power under the Infants' Settlement Act to compel him to execute a marriage settlement of his property. In this case the plaintiff while an infant ward of Court had married without leave, and fearing he would get into trouble and that his allowance for maintenance might be suspended, executed under the direction of the Court a settlement of his property. The present application was made by him on his attaining his majority by way of appeal from the order directing the settlement, and to cancel the settlement made thereunder; the Court being unanimously of opinion that the Infants' Settlement Act gives the Court no power to compel an infant to execute a settlement of his property against his will.

UNFAIR DEALING—PURCHASE OF REVERSIONARY INTEREST—SALM—UNDERVALUE—31 VICT., c. 4 (R.S.O., c. 100, s. 35).

In *Fry v. Lane*, 40 Chy. D. 312, Kay, J., set aside a purchase of a reversionary interest from a poor, ignorant man, having no independent advice, and the sale being made at a considerable undervalue, holding that the circumstance of the vendor being poor and ignorant and without independent advice, cast the onus on the purchaser of showing that the transaction was fair, just and reasonable. It appeared that the same solicitor had acted for both parties, but the learned judge found that he was more concerned to get a good bargain for the purchaser than to protect the interest of the vendors. Respecting this aspect of the case, Kay, J., observes at p. 323: "The most experienced solicitor, acting for both sides, if he allows a sale at an undervalue, can hardly have performed his duty to the vendor. To act for both sides in such a case, and permit a sale at an undervalue, is a position in which no careful practitioner would allow himself to be placed." The Imperial Statute, 31 Vict., c. 4, from which R.S.O., c. 100, s. 35, is taken, provides that "no purchase made *bond fide* without fraud or unfair dealing of any reversionary interest in real or personal estate, shall hereafter be opened or set aside merely on the ground of undervalue," was held not to prevent the Court from setting aside the transaction, "where the undervalue is so gross as to amount of itself to evidence of fraud"; and yet it may be observed the purchaser in this case was