

might be set aside. It was, I think, to meet those cases that this Act was passed. It is possible it might include other cases, but in all cases it is incumbent upon the purchaser, resisting an action to set aside the sale to shew first of all that there was no fraud and no unfair dealing. I rely upon those words "unfair dealing." Now, first of all, I consider that the very fact of an unfair, inadequate price having been given—not of a trifling inadequacy, but of a very substantial inadequacy—necessarily had to be considered on the question, was the transaction without unfair dealing? I do not say you could always decide upon that fact that there was unfair dealing so as to take it out of the Act altogether, but certainly it is a very material consideration. The Courts always treated, and until a plain Act of Parliament is passed reversing the rule they always must treat, the seller of a reversion as being fettered and bound, so it is very difficult to establish that a transaction with him is quite fair."

Then after commenting at some length upon various circumstances of unfair dealing connected with the case the learned judge proceeds: "I do not see how it can be otherwise than unfair, and, if so, the transaction does not come within the Act—the Act has no reference at all to such a case."

Mr. Justice Williams, in agreeing with the judgment of Rigby, L.J. (which was that the transaction be set aside), expresses himself as follows: "Then this Act of Parliament was passed, s. 1 of which says: 'No purchase made bonâ fide and without fraud or unfair dealing, of any reversionary interest in real or personal estate shall be opened or set aside merely on the ground of undervalue;' and we have to consider what is the law as it is constituted since the passing of that Act of Parliament. The matter was much discussed in the case of *Earl of Aylesford v. Morris* (ubi, sup.) in which case Lord Selborne delivered the judgment of the Court. Lord Selborne, in speaking of the effect of the statute, says that 31 Vict. c. 4, 'is carefully limited to purchases made bonâ fide and without fraud or unfair dealing,' and leaves undervalue still a material element in cases in which it is not the sole equitable ground for relief. These changes of the law have in no degree whatever altered the onus probandi in those cases which, according to the language