

the English Courts of the Act in question that they are worth quoting somewhat extensively.

Mr. Justice Rigby begins his judgment by declaring that the appeal depends principally if not altogether on the construction of the Sales of Reversions Act, 1867, and after citing the Act (as quoted above) proceeds: "Now to come within the meaning of the Act such a purchase must be made *bonâ fide* and without fraud or unfair dealing. We have to consider what the law was at the time the Act was passed, and whether, or how far, it has been altered by the Act. As I understand it, the law was that in dealing with expectant heirs (and the plaintiff in this case comes within that description) all persons—whether they were money-lenders or not—were bound to shew, and had the onus thrown upon them of proving, the absence of fraud or unfair dealing. I do not consider that this Act of Parliament in the least alters that. It is incumbent now upon a person who has purchased a reversion to prove substantively that there was no fraud, and that there was no unfair dealing, and then, if he once establishes that, the purchase comes within the Act and the sale is not to be set aside merely for undervalue. Now, that rule has always been the rule of the Court of Chancery and has not been in any way interfered with by this Act, but it did operate very hardly in certain cases. I will not attempt to go through all those cases, but this may be said to be a type of them. Where, for instance, a father purchased a reversion from his son, and there was the most evident fair dealing; for instance, where the reversion had been carefully or in fact valued, where the fair dealing was undoubted, and the father may have been perfectly unwilling to purchase it, but bought it for the benefit of his son; if it turned out as a matter of fact that the reversion was undervalued—I do not mean by a mere nominal sum, but to such an amount that the Court looked upon it as material—all the fair dealing in the world was of no use, and the sale of the reversion was set aside; and I think I may say that in some cases the difference between a substantial and a really unsubstantial sum in the valuation was lost sight of, and there were hard cases where, because by accident or even by the fault entirely of the purchaser the full, fair, and adequate value had not been given, the sale