

It is extremely interesting, therefore, to note that our Ontario Act R.S.O. c. 119, ss. 33-35 dealing with the same subject, while following almost verbatim in other respects the English Act, contains the significant variation that the words "unfair dealing" are entirely omitted.

The exact differences between the two enactments are indicated by the brackets in the following extract from the Imperial Act: "No purchase made *bonâ fide* and 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." The bracketed words are omitted in the Canadian Act. The latter also contains a provision not found in the English Act that in cases arising out of transactions prior to 4th March, 1868, the onus of proving undervalue shall be upon the person attacking the bargain.

One would certainly be inclined to say, having in view the purpose sought to be effected by the Act that the inclusion of the words "unfair dealing" could scarcely fail to be a source of embarrassment in transactions aimed at by the Act, and our Ontario legislators are entitled to full credit for their astuteness in foreseeing (and avoiding by omission of the dubious words) the very difficulty which was subsequently pronounced upon by the English judges, as above indicated, to render to a large extent nugatory the English special legislation.

Perhaps it is scarcely possible to bestow the same commendation on the other change in our Ontario Act, viz., the omission of the word "merely."

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