lently preferring any of their creditors. It had previously been held that a chattel mortgage given for money actually advanced, although the money was to be used to pay off one creditor to the disadvantage of all the rest, was a valid security, and this decision is not now disturbed; but in *Burns v. Lewis*, where the creditor had himself lodged a bond to indemnify the chattel mortgagee in case of loss, it was held that the advance by the latter was not a *bonâ fide* payment of money within the statute, and the chattel mortgage was held to be void.

In *Webster v. Crickmore* another question arising out of the same Act was dealt with, and no one will doubt that the decision is in accordance with justice as well as law. The creditor in this case took a chattel mortgage in pursuance of an earlier agreement, but under circumstances which showed that the taking of the mortgage had been deliberately postponed in order to prevent injury to the credit of the mortgagor, and it was held that under these circumstances the agreement to give security was of no avail in rebutting the presumption of intent to prefer.

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Guarantee bond—Statute of Limitations.—The effect of the Statute of Limitations on a guarantee bond is a point which must often trouble bankers. *Parr's Banking Co. v. Yates*, reported in this number, deals with one aspect of the matter of very great importance indeed to banks. Where suit was not brought against a guarantor until more than six years had elapsed from the maturity of the last advance made to the customer, although in the meantime liquidation had been actively carried on and the account arranged from time to time by the customer in the usual way, the guarantor was held to be discharged by the Statute of Limitations as to the advances, but liable—as his guarantee was for interest as well as principal—in respect to the interest which had become due during the six years preceding the action.