

and agree to pay an annual sum to the plaintiff for its support and maintenance, and if the plaintiff would agree to keep and maintain it, the order dismissing the appeal might include a term to that effect. Such an agreement, so evidenced, might preclude future contention and litigation over the custody and maintenance of this child.

The reference had been fruitless to the plaintiff as a means of obtaining substantial alimony. Perhaps the undertaking given by the defendant when the case was before the Appellate Division was inconsiderately given. That undertaking led in the end to the reference, and the defendant must pay the costs thereof.

No order as to the costs of the appeal or the costs of the motion.

CLUTE, J.

APRIL 26TH, 1917.

*SHAW v. HOSSACK.

Promissory Notes—Money Lent—Exaction of Excessive Rate of Interest—Ontario Money-Lenders Act, R.S.O. 1914 ch. 175, sec. 4—Dominion Money-Lenders Act, R.S.C. 1906 ch. 122, secs. 6, 7—Harsh and Unconscionable Transactions—Reduction of Rate—Account—Costs—Contemporary Agreements in Respect of Notes—Validity.

Action upon four promissory notes made by the defendants, husband and wife.

The action was tried without a jury at Toronto.

W. J. McCallum, for the plaintiffs.

J. M. Ferguson and D. J. Coffey, for the defendants.

CLUTE, J., in a written judgment, said that the plaintiffs claimed interest upon each and all of the four notes at 2 per cent. per month; but only one of the four on its face bore interest at that rate. The rate was stipulated for, in respect to the other notes, by collateral writings. Various securities were assigned by the defendant D. C. Hossack to the plaintiffs as additional security for the loans in respect of which the notes were given. The defendants set up that the interest was excessive, and that the transactions were harsh and unconscionable, and counterclaimed for relief from excessive charges and for an accounting at a reasonable rate. The notes were several times renewed and interest paid at the rate of 2 per cent. per month.