

from the fraud. It is difficult to see how those decisions came about, for, at the time when they were given, liabilities generally could not be proved in bankruptcy as they can now. Only debts could then be proved. But there is no decision which says that this kind of liability is a legal debt. I use the words 'legal debt' advisedly; of course, there can be no other debt than a legal debt, but the inaccurate expression 'equitable debt' has crept into the books. But this liability is not really a debt at all; it is only a liability in equity to pay a sum of money, and, whenever a debt is required by law in order to found any proceedings, this equitable liability will not be enough."

What, then, should be the fate of one who comes with such a claim before a judge and jury or a judge alone in the King's Bench Division? Should he not meet with the same fate as one who should come before a similar tribunal with a claim against a trustee under a will? And would not that fate be pronounced in the words "judgment for the defendant." In a proper proceeding before the Chancery Division the contracts in *Stocks v. Wilson* and *R. Leslie Limited v. Shiell* might, in certain circumstances, have been set aside, and the defendants might in that proceeding have been ordered to refund the money they had got under the contracts, if the facts and circumstances justified such an order. But to come before a judge and jury in the King's Bench Division and claim the value of the goods sold is simply to sue an infant for fraud in the process of making a contract. For such an act an infant is not liable by the common law, which as Lord Justice Chitty once said, "is still the law of the land." The future history of *Stocks v. Wilson* and *R. Leslie Limited v. Shiell* (ubi sup.) will interest others besides those actually concerned. If one may hazard a prophecy it is this, that in the Court of Appeal the case of *Levene v. Brougham*, 25 Times L. Rep. 265, will exact of the respondents a more attentive consideration than they have up to the present been called upon to accord it.—*Law Times*.