

certain extent, tend rather to mislead than to guide those who are hereafter called upon to interpret the Canadian Statute. The Canadian Act is avowedly and unmistakably a reenactment pro tanto of the old usury laws by which the rate of interest on money lent was expressly limited to a certain percentage—it is in fact, so far as it goes, a repeal of the Act of 1858 which is embodied in the first section of R.S.C., c. 127, to which reference has been made. The English Act on the other hand is in no respect to be looked upon as a re-enactment of the old usury laws which were repealed in 1854. It does not attempt to say what shall be the maximum rate of interest in any particular case, but applies in a general way to any case in which the Court is satisfied that excessive interest has been charged, and that the "transaction is harsh and unconscionable, or is otherwise such that a Court of equity would give relief." The true meaning and construction of this Act has recently received a very full and careful discussion in the case of *Carringtons Limited v. Smith* (1906), 1 K.B. 79, and in this connection one or two quotations from the judgment of Channell, J., may be found useful, as shewing what is the real scope of the English law with respect to usurious transactions. In speaking of the difficulty found in deciding what would be an "excessive" rate of interest under the Act, he says: "Interest is nothing but the sum to be paid for the use of money for a certain time, and the value of a loan of money, as of everything else, is what it will fetch. The usury laws have been done away with, and the Legislature seems to have intentionally avoided re-enacting them and telling us what is to be the maximum of lawful interest."

What then is the criterion applied in the English Courts to cases in which relief is sought under the provisions of their Act? This question, as pointed out in the judgment referred to, is by no means free from difficulty, and it is perhaps scarcely possible at present to harmonize all the decisions that have been given on the various points involved. The general principle, however, seems to be stated with sufficient clearness in the following quotation. "Whenever the borrower is in such