

FURNISHED APARTMENTS—INTEREST UPON INTEREST.

A different decision was arrived at in *Hartley v. Blozham* 3 Q. B., 701, where the defendant, claiming that money was due him by the plaintiff, his lodger, locked up the defaulter's goods in the room, pocketed the key, and refused poor Hartley access to them until the bill was paid; it was held that there was no trespass. But in this latter case the landlord never actually touched the goods, he only locked up the door and kept the key. Where a landlord, before his boarder's time was up, contrary to his wishes, entered his room, and removed therefrom books, maps and papers, placing them where they were damaged by the rain, the Court decided that he was a trespasser, and made him pay for all the injuries sustained, both that arising from the direct and immediate act, and that happening remotely from the act of God (*Nowlan v. Trevor*, 2 Sweeny, N. Y., 67).

And now we think that we have given the amiable persons mentioned in the beginning of this article as much advice as they can stand at present; if they need further information let them apply to some practitioner near at hand, and pay for it. All we would now say is, "Do not go to law with your landlord," for, as Mr. Owen Feltham wrote in 1670, "To go to law is for two to contrive the kindling of a fire to their own cost, to warm others, and sinderge themselves to cynders."

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SELECTIONS.

INTEREST UPON INTEREST.

There is a wide-spread impression among laymen that to receive interest upon interest is a violation of the laws against usury. It prevents the

creditor from receiving compensation for his debtor's delay even when it is tendered, which the law permits him to take and retain, although it will not assist him to recover it from an unwilling hand.

To compound the interest piles up the debt with fearful rapidity, but on the other hand there appears to be no reason why the debtor should not suffer the usual penalty for his default, and be compelled to recompense his creditor for the damage the law assumes in similar cases that he has suffered.

The common law was averse to interest of any kind, simple or compound, and the prejudice against compound interest has survived to our own times, although the aversion is now justified on the broad ground of public policy.

In this State interest upon interest is only allowed under special circumstances, but the moral justice of the demand is acknowledged and the creditor's title is perfect when he has received the money.

In the case at least of instruments to secure the payment of debt after a long lapse of time, and providing that it shall bear interest payable at fixed times, it would seem that in the event of any such installment of interest remaining unpaid interest upon it should be recoverable.

As Judge Monell said in one case: "The moment interest becomes due it is a debt." Moreover the debtor is bound to seek his creditor and pay it (*Williams v. Hance*, 9 Paige, 211). Why should not interest be allowed upon failure to pay this debt as well as upon any other? Such an allowance of interest certainly would not conflict with the usury laws. They forbid "any greater sum or greater value for the loan or forbearance of any money, goods or things in action" to be taken, than seven dollars upon one hundred dollars for one year. This would hardly seem to forbid an award of interest as damages in such a case. It would not be a payment for the loan of the original sum, but a penalty for the debtor's delay in making payment of a distinct and separate debt.

That it cannot be recovered when voluntarily paid shows yet more distinctly that taking interest upon interest is not forbidden by the usury laws. Then again