money-brokers, who pursue inexperienced youths, just setting out in life, with offers of "confidential assistance," entangle them in their meshes and fatten on the spoil. "Why," asks the guardian, "should there not be a law to make all interest beyond a certain rate illegal and irrecoverable."

The reason is simple enough. Up to a comparatively recent date there was such a law, the continuation of a series running back to the middle ages. It was repealed simply because it was found to do harm instead of good. Of late years judge after judge has censured the impolicy of attempting to hedge round the extravagent or improvident with such paternal restrictions. Equity will still relieve against transactions whose grossness brings them within the limits of fraud, and as the guardian is probably aware, his wards, while infants, are protected by their own disability to enter into a binding contract; beyond this the law does not relieve anyone from any bad bargain he may be foolish enough to make with his eyes open. In truth no laws can or could give a complete protection to young men bent on folly and extravagance (unless they could save them from themselves), and any attempt to do so has merely this result, that it encourages extravagance by deluding its objects with the idea that they can both eat their cake and have it, and sets the harpies who prey on them adjusting their rates to meet an additional risk. The guardian complains of a "black gap between law and justice." In many directions there is such a gap, but in this particular matter the gap complained of is nothing more than the mere inevitably interval by which in a sinful world, "law" falls short, and must ever fall short, of natural equity. If my neighbour attacks me at my garden gate with a big stick, or persists in coming into my garden and trampling on my flowerbeds, the law gives me a remedy; but there are a thousand petty discourtesies and annoyances at his command by which he can inflict upon me an equal amount of discomfort without being amenable to any law; and yet, if a paternal legislature were to attempt an approximation at a complete protection of each of us from the other, the interference would be unbearable, and the remedy far worse than the evil. The gap spoken of by the "Guardian of Two Wards," is one which it is beyond the province of law to bridge over: it is an attribute of law that it shall ever be bounded by such gaps, and this particular gap is not half so black as he paints it. He will do well, therefore, to lay aside his palette and colours, and try whether, by surrounding his two wards with wholesome and manly influences, he cannot render them entirely superior to the wiles of the "depredators" of whom he complains. By so doing he will afford them a protection better than all the many laws which ever existed.—*Solicitors' Journal and Reporter.*

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

ASSIGNMENT—INSOLVENT ACT OF 1864, SEC. 8—C. S. U. C. CH. 26, SEC. 18—A debtor being in difficulties, assigned all his property to a creditor, who agreed to pay a composition of 40 cents in the dollar within a year. This had been paid, except to defendant, who refused to accept it, and issued execution On an interpleader between the assignee and defendant to try the title to the goods assigned, the jury having found the transaction *bona fide*.

Held, affirming the judgment of the County Court, that such assignment was not avoided by the Insolvent Act, sec. 8, for that statute applies only where proceedings are taken, and as against a person claiming, under it.

Held, also, that the assignment was not invalid under Consol. Stat. U. C. ch. 26, sec. 18. —*Squire* v. *Watt*, 29 U. C. Q. B. 328.

INSOLVENCY—CONDITIONAL DISCHARGE—PREFERENTIAL PAYMENT.—Upon appeal it appeared that the assignment was made on the 10th June, 1868; that on the 15th April previous, the insolvents had paid to their father two promissory notes, made by them in July and August, 1867, at three months, for $934. The father in his examination swore that these notes were given by the insolvents for their respective private debts *bona fide* due to him for money lent and paid, and for their board between 1863 and 1866; and that he had no knowledge of their business until the 27th April, 1868, when he was asked by one of them for an advance of $2,000, which he refused, not being satisfied with the statement of their affairs then produced to him. His statement was confirmed by the insolvents. The learned county court judge upon this evidence decided that the payments to the father were preferential, and he made the discharge of the insolvents within three years conditional upon their payment of the amount so paid. Upon appeal:

Held, 1. That the evidence could not be assumed to be untrue, and that the payments therefore could not be treated as preferential. 2. That if this were otherwise, the order could not be upheld, for the statute only authorises conditions within the power of the insolvents to comply with.—*In re George H. Wallis & Charles H. Wallis*, 29 U. C. Q. B. 313.

FENCE VIEWERS—DEFECTIVE AWARD BY—JUSTIFICATION UNDER—PLEADING.—The plantiff and