

only creating a burden for the servant to give him the partial remedy he has under the present law. The truth is that this provision is only of value in a few country places where there are only occasional sittings of local courts. In cities, towns, and villages it would be better to leave to the Division Courts the collection of small amounts due for wages.

Coming to the Mechanics' Lien Act, it is not going too far to say that it is the cause of more loss and injury to workmen and artisans than anything else on the statute book. The proceedings are quite as expensive as a Chancery suit, and the delays are proverbial. A workman having a claim for a few dollars files the necessary papers, and, in order to do so, he must employ a solicitor. Once in court he finds references and appeals following each other in quick succession, until eventually he wakens up to the sad reality that, instead of the estate owing him anything on account of his claim, he is indebted to his lawyer in an amount greater than the original indebtedness. The property is sold, the costs are taxed, and the lienholders, in four cases out of five, after waiting for months, are called upon to make good the deficiency caused by prolonged and expensive litigation. The best way of amending this Act would be to wipe it out of existence. It was originally introduced as a political trap to catch the workingmen's vote, and will never be any good. It has the evil effect, moreover, of encouraging an objectionable system of credit instead of cash payments.

It is about time that something was done by the Legislature to get rid of the decisions of the courts as to interest where a rate in excess of six per cent. is reserved. In *Grant v. People's Loan Co.*, 17 A.R. 85 (affirmed in 18 S.C.C. 262), the redemption clause in a mortgage was as follows: "Provided this mortgage to be void on payment of \$7,500 on or before the first day of June, 1884, with interest thereon at the rate of ten per cent. per annum until such principal money and interest shall be fully paid and satisfied." It was held, in accordance with previous decisions, that notwithstanding the obvious intent of the parties only six per cent. could be recovered after the due day of the mortgage. The present state of the law on this subject is a notable example of the truth of the saying that "hard cases make bad law." The courts not only facilitate a dishonest debtor in breaking a solemn contract, but actually sug-