Mr. Justice Cave says, "we may fairly conclude from this that the other 259 cases presented no features of general interest." It appears, therefore, that one case in five, even of the appeals, is all that appears in the reports.

In *Guy* v. *Paré*, June 25, 1892, the Court of Review at Montreal had to decide a point in reference to promissory notes, in which the principle of the civil law, if applicable, would lead to a conclusion at variance with the law of England. The question was whether the endorser is discharged by delay given to the maker by the creditor. Art. 2340, C.C., says that "in all matters relating to bills of exchange not provided for in this code, recourse must be had to the laws of England in force on the 30th May, 1849." The majority of the Court of Review held that this applied only to the form, negotiability and proof of the instrument, and not to matters of civil obligation resulting from the contract created thereby, in regard to which recourse must be had, in their opinion, to the provisions applicable thereto to be found in other parts of the code. Treating the endorser as a surety, the majority of the Court, Loranger and Tellier, JJ., reversed the judgment of Gill, J., and held that the endorser is not discharged by delay given to the maker by the creditor (Art. 1961, C.C.) Mr Justice Davidson dissented. This has been a controverted point in the past, but with respect to cases which may occur in the future, Section 8 of the Amending Act of 1891 appears to settle the question in the sense of the judgment of Mr. Justice Gill, for it is enacted that "the rules of the common law of England, including the law merchant, save in so far as they are inconsistent with the express provisions of the said Act (the Act of 1890) as hereby amended, shall apply, and shall be taken and held to have applied from the date when the said Act came into force, to bills of exchange, promissory notes and cheques." The effect of this clause will be to promote harmony of jurisprudence in the several provinces of the Dominion.