

and if proceeding and based upon the assumption of its previous existence, has taken for granted and confirmed in its totality, as given above, and as recited in the preamble of the Canadian Act; that the Legislature, leaving the old law entirely unmodified by any direct and formal expressions, has proceeded to introduce an English amendment, originally designed for the old Act, and made that amendment provide specifically for "*new or continuing contracts, in all actions grounded upon debts, promises, contracts and agreements, of a mercantile nature, between merchant and merchant, trader and trader, so reputed and understood according to law.*" It might be urged that, if we take the original law at all, we are compelled to accept it literally, as it has been recited in the preamble of our Act; that the Legislature has placed the two laws in close and necessary juxtaposition, and yet, forgetting the complete and necessary harmony which should exist between them for all practical purposes, has done so without employing any terms of general or special modification of the 21 Jac. I., Cap. 16, in order to render the limitation prescribed in that enactment also specifically and exclusively applicable to "*all actions grounded upon debts, promises, contracts, and agreements of a mercantile nature, between merchant and merchant, trader and trader, so understood and reputed according to law*"—the class of cases which our amendment embraces and provides for. It must, indeed, be admitted, that the clumsy and ignorant precipitation of our collective wisdom, is remarkably conspicuous in this particular instance; and if the above view were to be adopted, there would exist an absurd and irreconcilable variance upon most points between the original and the amending law, both being in full force, and wide of each other in their operation—running along in almost parallel, if not diverging lines, without frequent coincidence or easy approximation, and applicable, in a great measure, to different classes of debts and contracts. For instance, in the original law there is an exception as to merchants' accounts and specialties generally—all other accounts and all other debts secured upon *simple* contract, indiscriminately are included. Our amendment provides for merchants' accounts, mercantile debts upon simple and *special* contract, so it would seem, but between merchants *only* and no others apparently: in one direction it tends to restrain, in the other to enlarge, the old statute. But this inconvenience, unlike some others, may, we think, be obviated, and these discordant enactments reconciled. We must, as usual, in interpreting this Act, have recourse to the presumed intention of the Legislature, to supplying and transposing words, and to such other loose principles of interpretation and general maxims, as the case will suggest. It may be said, and with more reason, it is believed, that our Provincial law, being either introductory and amending, declaratory and amending, or judicial and amending, as the case may be, (for it is not presumed to determine which it is), was intended to make provision.