"183. Where a promissory note is in the body of it made payable at a particular place, it must be presented for payment at that place.

"(2) In such case the maker is not discharged by the omission to present the note for payment on the day that it matures: but if any suit or action is instituted thereon against him before presentation, the costs thereof shall be in the discretion of the Court.

"(3) If no place of payment is specified in the body of the note, presentment for payment is not necessary in order to render the maker liable."

Sub-sec. 1 of sec. 87 of the English Act reads: "Where a promissory note is in the body of it made payable at a particular place, it must be presented for payment at that place in order to render the maker liable. In any other case presentment for payment is not necessary in order to render the maker liable."

And by section 52 (2) of the English Act, where a note is payable on a day certain, the maker will not be discharged because the note is not presented on that day: Chalmers, Bills of Exchange, 7th ed., 300.

Falconbridge, on Banking and Bills of Exchange, 2nd ed. (Can.), 791, says: "The provisions of the English Act, just referred to are declaratory of the common law, as interpreted in *Rhodes* v. *Gent*, 1821, 5 B. & Ald. 244, and *Anderson* v. *Cleveland*, 1769, 13 East. 430, namely, that the presentment at the place named before action is essential, if a note is made payable at a particular place, although the maker is not discharged by any delay in such presentment short of the period fixed by the Statute of Limitations; but in the case of a note payable generally, no presentment or request for payment is necessary to charge the maker of a note; he is bound to pay it at maturity, and to find out the holder for that purpose: *Walton* v. *Mascall*, 1844, 13 M. & W., at 458, 4 R.C., at 488.

It has been held that the omission of the words "in order to render the maker liable" from the Canadian Act, have not the effect of making it unnecessary to shew presentment as against the maker, and that presentment at the proper place or facts excusing such presentment must be averred and proved: *Croft* v. *Hamlin*, 2 B.C.R. 333.

There has been, however, great diversity of opinion in regard to the meaning and effect of the latter part of sub-sec. 2. This clause, which was added to the bill in the Senate, is immediately preceded by words which excuse presentment on the day of payment but not presentment at the place of payment. It refers to a suit or action before presentment, and yet does not provide for such a case in unambiguous terms. If it means that an action may be successfully brought before presentment, it makes a distinct change in the law. In *Croft* v. *Hamlin*, *supra*, the Court held that the clause had not effected such a change. The same conclusion was reached by the Supreme Court of Nova Scotia, which laid stress upon the peremptory terms of sub-sec. 1: *Warner* v. *Simon-Kaye*, 27 N.S.R. 340; followed by Newlands, J., in *Jones* v. *England*, 5 W.L.R. 83. According to the view adopted in these cases a note payable at a particular place must be there presented before action brought. As against the