

have been presented to the market branch of the Standard Bank on that day; instead of which, it did not reach the market branch of the Standard Bank until the 3rd October, three days later. I do not think that this was "presentation within a reasonable time," nor do I think it was reasonable to take a day to send the cheque from the main office of the Standard Bank to its market branch.

This, however, is beside the real question, which is, whether, having regard to the matters that have to be considered under the statute, the cheque was in fact presented within a reasonable time after its endorsement; to which I have already given a negative answer.

There is also, I think, another defence to the action. The cheque was in fact dishonoured on the 3rd October; certainly it was dishonoured on the 4th; and yet it was not protested until the 6th. The statute requires that protest shall be made upon the day of dishonour (sec. 121). Notice of protest may be given the following day (sec. 126). Section 101, relating to notice of dishonour, does not operate to extend the time for protesting, although the contrary was assumed by counsel in the argument.

Nothing would be gained by any extensive review of the authorities, as, in my view, the case depends entirely upon the statute, and the question to be determined under it is one of fact. . . .

[Reference to *Boddington v. Schlenker*, 4 B. & Ad. 753; and to American cases bearing upon the matter collected in 13 L.R.A. at p. 43; 22 L.R.A. at p. 785; 59 L.R.A. at p. 934; 4 L.R.A. N.S. at p. 132; 10 L.R.A.N.S. at p. 1153.]

From these authorities it appears that, because a cheque is intended for payment and not for general circulation, the time allowed for presentation will not be enlarged by transfer or by successive transfers; and, although the usage of trade fully sanctioned the deposit by the endorsee of the cheque in his own bank, and the use of the machinery of the clearing-house for the presentation of the cheque, this does not justify an extension of time which is in fact unreasonable. There was no reason in this case why the cheque in question should not have been at the market branch of the Standard Bank on the 30th. I am not called upon to say that a delay to the 1st October would have been unreasonable. What I determine is that a failure to present until the 3rd was unreasonable.

The action fails, and must be dismissed with costs.