

and the facts of the particular case: (*Ibid.*, s. 74 (2)). In most cases more than a day or two should not be allowed to elapse. If there is unreasonable delay in presenting the cheque, the drawer, if he had funds to meet it at the bank on which it is drawn, is discharged from liability upon it if in the meantime the bank suspends payment, and the payee's only right is to prove as a creditor against the bank. He cannot ask the drawer to make good his loss. His own negligence is the cause of it: (*Ibid.*, s. 74 (3)). It does not follow from the above that a cheque has no value if not presented within a reasonable time. It can be cashed any time within six years if nothing has happened to the bank and the drawer is solvent, because the drawer sustains no damage by delay, as it is his duty to have enough to his credit to meet all cheques drawn by him: (*Robinson v. Hawksford*, 1846, 9 Q.B. 52). There would, however, be considerable danger in cashing a stale cheque for the holder apart from the drawer's or the banker's insolvency, because anyone doing so is deemed to have notice of all defects in title attaching to it, and it might have been stolen. Bankers generally refuse to cash stale cheques although their right to do so has never been judicially sanctioned. If a cheque is not presented within a reasonable time the drawer is liable on the cheque, but not on the original consideration—that is to say, if one accepts a cheque in payment of a debt due to him from the drawer and does not cash it promptly, the debt is discharged and he can only sue on the cheque. If the cheque be indorsed in favour of someone who pays cash for it and that person unduly delays presenting it, and when he does present it it is dishonoured, he loses his money as the indorser is discharged by the delay: (*Ibid.*, s. 45 (2)). The person cashing the cheque is supposed to have given the money for it knowing that if he delayed in presenting it he might be the loser, and he has no legal remedy against the person he obliged. If he had presented the cheque without delay, he could on its being dishonoured have sued the indorser or the drawer after serving prompt notice of dishonour."