The efficacy of the moratorium was clearly established during the Franco-Prussian War of 1870-1871, when the French Government from time to time introduced moratory law, and thus maintained the system of French credit unimpaired during a time of grave national emergency. The working of the system is fully set out in the case of *Rouquette* v. *Overmann and Schon* (33 L.T. Rep. 333; L. Rep. 10 Q.B. 525). A moratorium enacted by the edict of the Emperor of the French had been extended from time to time by the National Assembly, and provided for a postponement of the date of the maturity of bills of exchange accepted and payable in Paris till some months after the conclusion of the war. The delay in making presentment was excused, and the international validity of the moratory enactments was recognised by our Courts. It was laid down that the obligations of the acceptor and the indorser must equally be determined by the *lex loci* of performance—that is, the French law. As there must be countless instances at the present time of bills of exchange which have been drawn in one country and are payable in another, it is well to remember that our present Bills of Exchange Act, 1882 (45 & 46 Vict. c. 61), s. 72, sub-s. 5, already provides that the due date of payment of such bills is determined according to the law of the place at which they are payable. Moreover, by s. 46, sub-s. 1, of the same Act delay in making presentment for payment is excused when the delay is caused by circumstances beyond the control of the holder. The French Government having also recently declared a moratorium, holders of bills accepted by French firms are quite secure.

Our own Government, under the stress of the present national emergency, on the 3rd August last passed a Bill through both Houses of Parliament conferring power on the Crown to provide for a moratorium in respect of debts by means of a Royal Proclamation. The Act enables the Crown to postpone the payment of any bill of exchange or of any negotiable instrument or any other payment in pursuance of any contract to such extent, for such time, and subject to such conditions or other provisions as may be specified in the proclamation. On the previous day, in order to meet a special emergency in the bill market, a proclamation