that it would be advantageous and just that there should be some limitation to the time during which a man might call on a bank to replace money paid on cheque with a forged endorsement. We have all felt the force of that, and have come to the conclusion to propose to the House to make a limitation in clause 24. We propose to append a sub-section the effect of which is that the bank shall not be liable for paying a cheque on which there is a forged endorsement, to repay the money to the drawer of the cheque unless within a year from the time he receives notice that the cheque was paid he gives the bank notice in writing that the endorsement was forged, and we propose to put the notice either in the reception of his bank-book or of his cheques, or any other form of notice which may be adopted; but those are the two forms in which the drawer would be certain to receive notice. To leave it longer than one year I think would be a gross injustice to the bank. The bank should receive notice, so as to be able to take steps to recover the money from the parties who have improperly obtained it. There is one proviso to the clause, and we propose to add another to apply to the case of a man who ought to have received the cheque, or whose name was forged. In case a cheque should have been given to him by the drawer in payment of a debt, of course he ought not to be deprived of his remedy for the recovery of the debt in case of his not getting the cheque; but, at the same time, he cannot be considered to be free from blame for having let the cheque go out of his possession, or not having taken care of it, and he has a right, within the same period, to recover the amount of the cheque.

HON. MR. DEBOUCHERVILLE—But if he is prevented by sickness from getting it, or if he has not received notice?

HON. MR. ABBOTT—He must have received notice.

HON. MR. DEBOUCHERVILLE—But suppose he was very sick for months?

HON. MR. ABBOTT—The banks desired to have it a month; then it was proposed to have it six months, but we fixed it at twelve months, because we considered that that was long enough.

The motion was agreed to.

HON. MR. ABBOTT—Sub-section 4 of section 30 is the one in which I think it is that a patent note—a note given for a patent—shall have the consideration written upon the face of it, and the man who issues the note given for a patent on which these words do not appear is liable to a penalty. He is guilty of a misdemeanor under the term of this law. The clause as drawn only applies to a bill. There is a general clause in the latter end of the Act which says that the provisions with respect to bills shall apply to notes where the circumstances are analogous, but I had my doubts whether we could carry or try an offence punishable by fine or imprisonment for it by any such incidental legislation as that, and so had some hon. gentlemen opposite when the question came up. So I propose to add after the word "bill" in this section the word "note," and this word "note" is characterized all through it afterwards as an instrument, and therefore that will certainly apply.

HON. MR. POWER—I quite concur in what the hon. gentleman says, but it occurs to me that inasmuch as the early part of this Bill deals altogether with bills, one would not naturally look in this part of the Bill after it becomes law for any revision with respect to promissory notes.

HON. MR. ABBOTT—Yes; there is a clause which refers you, when you come to "promissory notes," to "bills" for the law with respect to promissory notes.

HON. MR. POWER—The instruments which are given for this purpose are all notes.

HON. MR. ABBOTT—One of the difficulties is this: A man who sells a patent right and gets a note for it may come back after a few days and say: "I have made such arrangements that I can give you three months more if you like to renew that bill for six months, and he gets a renewal of the bill on which he does not write the consideration. This point was raised on the argument that although the man who takes the bill and passes it is liable to a penalty when he passes it, he can sue on it, and act upon it in any way he likes up to that time. Of course, it can be answered that if he sues upon it himself the maker has a defence, but then the maker may have difficulty in proving his defence—that it was given originally for a patent