

ments remained unpaid. I dare say that the hon. gentlemen who raised this point have looked at it since, and so have I, and found that it is an exceptional case. A bill is a bill of exchange, although it may contain a clause for payment by instalments, but the person who makes the note may make it payable in instalments, and provide that it shall not fall due on non-payment of an instalment, or that it may fall due for non-payment; so it is only a privilege left to the maker of the note that he can put in the condition if he chooses, that the note may become due. So I presume the clause may pass.

The clause was adopted.

HON. MR. POWER—I would suggest an amendment to clause 13, to which I understand the hon. gentleman has no objection. It is simply to add at the end of the clause the words "or other non-judicial day."

The amendment was agreed to.

On clause 19,—

HON. MR. ABBOTT said: This defines a qualified acceptance. Now we understand, in a general way, what a qualified acceptance is, but there is a special definition in this clause which makes an acceptance to pay at a particular place a qualified acceptance if it says "and not otherwise or elsewhere," but not a qualified acceptance if it omits those sacramental words. On examining the Bill we find there is no object in it—that it accomplishes no purpose: in both cases the Bill must be presented where it is made payable by the acceptance. There is no clause in the Act which imposes any additional penalty or liability on the party who accepts the bill in that form than if he accepts it in the simple form stating where he wants to pay it. Going over the Bill with the Minister of Justice and two or three legal gentlemen who have come from different parts of the Dominion to assist in perfecting this Bill, taking an interest in it, we have all satisfied ourselves that there is no possible use in this distinction. I propose to add these words: "But an acceptance to pay at a particular specified place is not conditional or qualified." That really attains all the objects that are desired to be attained by sub-section (c) without creating a complication which was incomprehensible to me and to a great many others who saw it, and which

was found to be of no use when we came to understand it. I have had letters from various parties, including the Bank of Montreal, begging that this distinction be not recognized in the Bill, as it is unknown in Lower Canada and not much practised anywhere else.

HON. MR. KAULBACH—I think that the amendment is a very proper one, but there certainly have been some decisions in our courts in the lower Provinces that the words, "Not otherwise or elsewhere," have relieved the drawer or endorser.

HON. MR. ABBOTT—We escape that now.

The amendment was agreed to.

HON. MR. ABBOTT moved that sub-section (c) be struck out of the Bill.

The motion was agreed to, and the clause, as amended, was adopted.

HON. MR. ABBOTT—The House will remember that in the Bill as drafted there was a clause which relieved banks of responsibility if they paid a cheque payable to order, the endorsement of which was forged—that is to say, the forgery of an endorser's name on a cheque was at the risk of the maker of the cheque, and not the bank. That is not our law in Canada. It has been the law in England for some time, but it appeared so objectionable in the other House that it was struck out of the Bill there, and in this House no disposition has been shown to replace it. But there is a hardship connected with it: the bank might remain under the obligation to pay back the money represented by the forged cheque till the period elapsed within which a remedy might be had, which is six years in Ontario and five years in other parts of the Dominion. That would be a gross injustice, because the person who draws the cheque ought to know before that period of time occurs whether the cheque was properly paid or not, and they ought to let the bank know, and not leave the bank without the information so long that the people concerned might have died, or left the country, or become insolvent, and the bank entirely lose the amount. It has been suggested by the hon. gentleman from Montreal (Mr. Drummond), who, I am sorry to observe, is not here to-day,