

HON. MR. SCOTT—I think my hon. friend had better let that clause stand for the present.

HON. MR. ABBOTT—I have no objection.

On clause 11,—

HON. MR. ABBOTT—This is a provision made to remedy a doubt in the existing law. I fancy there are decisions upon it, but this is to clear up the doubt and lay down a fixed rule, which is to be binding on all occasions in future, and it seems to be an equitable rule, because if there is any inconvenience caused by the exercise of this right, it is thrown on the person who makes the blunder.

The clause was agreed to.

On clause 13,—

HON. MR. POWER—It has been suggested by the hon. gentleman from St. John that this clause might be amended by inserting after the word "Sunday" the words "or other non-judicial day." The paper might be dated on a statutory holiday, for instance.

HON. MR. ABBOTT—I do not know that it has ever been contended that a note dated on a statutory holiday is null.

HON. MR. POWER—As some doubt has been expressed by business men upon this point, would it not be better to remove any doubt by inserting the words I have suggested?

HON. MR. ABBOTT—It is a pity to put anything into the Bill which is not absolutely required. However, I will consider if it is necessary.

On clause 14,—

HON. MR. DICKEY—It seems to be an anomaly that a bill payable on demand is payable really on demand, while a bill payable at sight is allowed three days grace.

HON. MR. ABBOTT—It is not proposed to alter the law in that respect. We do not want to alter the law where we can help doing so.

HON. MR. POWER—If my hon. friend looks at clause 2 of clause 14 I think he will find that there is some ground for the doubt expressed by the hon. gentleman from St. John.

HON. MR. ABBOTT—I will have it looked into.

On clause 18,—

HON. MR. SCOTT—This is a strange provision, that where a man declines to accept a bill payable at sight, and subsequently accepts it, the days of grace are counted from the day the bill was first presented to him. I think it is rather contrary to common sense.

HON. MR. ABBOTT—In the absence of an agreement.

HON. MR. SCOTT—It is presumed that when a man says, "I will accept that bill," the time should run from then.

HON. MR. ABBOTT—In my opinion the view taken of this clause is the right one, because the original contract with the holder is that on the presentation of the bill the drawee shall pay it. If, when he accepts, he desires to vary the date, he is permitted to do so by agreement with the holder.

The clause was agreed to.

On clause 19,—

HON. MR. ABBOTT—This is a clause about which there was a good deal of debate in the other House, and it seems to be a question whether there is anything new in it or not. There is no substantive law to which we can refer for the express letter of it, and it is not always easy to say whether a proposed clause is new or not. I would suggest that it be allowed to stand for the present.

On the 26th clause,—

HON. MR. ABBOTT—This is framed to meet difficulties which have very frequently arisen as to whether a person was liable when he added to his signature some qualifying word, such as "Agent," without saying for whom he was agent. By this clause he is not liable if he states for whom he is agent, but unless he states for whom he is agent he is liable.

HON. MR. SCOTT—Suppose he signed for a company, ought he to be liable?

HON. MR. ABBOTT—Not at all, if he states the company for which he is agent. The mere addition of "agent" to his signature does not relieve him.