is limited to the case of where the place of payment is named in the body of the note.

The clause was allowed to stand.

On clause 88,—

HON. MR. DRUMMOND—This brings up the question of Quebec again.

HON. MR. ABBOTT—There are two points in this clause which I think require our consideration. My attention was called in the early part of the discussion of this Bill to the obligation which is imposed on the person who gives a Bill for a patent right to stamp something upon it or write something across it, and the question was raised whether that would apply to a note, and I am under the impression that it would not. The rule would, but the penalty or provision for punishing the maker of the bill would not apply to the maker of a note, and I propose to alter the original clause by adding the words "promissory note" to that.

HON. MR. SCOTT—I had another amendment which I think ought to be added at the end of that clause, where the party offending commits a misdemeanor and is liable to a penalty. I intended to add this amendment: "And such a person so offending shall have no claim against the acceptor or maker." It is not right that a man who commits an offence against the law of the country as a misdemeanor should be able to take advantage of it.

HON. MR ABBOTT—I think what my hon. friend says is reasonable. I will look into it. Then I do not understand why it is under this clause that a foreign note being dishonored should not be protested, more especially in respect of the endorsers. I do not see how we are to get at the endorsers if we do not protest the note, and I would move to strike out the words "except in the Province of Quebec," and add these words: "except for the preservation of the liability of endorsers."

HON. MR. POWER—Why should you make it more difficult to recover if the endorsers have notice?

HON. MR. SCOTT—Because it is proof. It carries with it its own proof.

HON. MR. POWER—If the creditor or holder of the note does not think it necessary to get that proof, why should you say it shall be necessary? It is not the English law. If the holder runs the risk of not being able to prove his claim, why should we go further?

The amendment was agreed to.

HON. MR. McCLELAN, from the committee, reported that they had made some progress, and asked leave to sit again, on Thursday next.

The report was received.

The Senate adjourned at 6 p. m.

THE SENATE.

Ottawa, Tuesday, April 15th, 1890.

THE SPEAKER took the Chair at 3 o'clock.

Prayers and routine proceedings.

CENTRAL ONTARIO RAILWAY CO.'S BILL.

THIRD READING.

HON. MR. DICKEY, from the Committee on Railways, Telegraphs and Harbors, reported (Bill 86) "An Act respecting the Central Ontario Railway Company," with an amendment. He said: This Bill is an amending Act, providing for a readjustment of the bonding powers, which were respectively $20,000 and $30,000 a mile, under certain circumstances. The last clause provides that the new bonds shall be a security on the whole railway property. The amendment is to this effect: that until these bonds are exchanged for the old bonds, the latter shall continue to remain a first charge upon the property secured by the mortgage. This amendment has received the consent of the promoter of this Bill, and as it is in the interests of the bondholders and for the preservation of vested rights, I see no objection whatever to the amendment.

HON. MR. READ moved that the amendment be concurred in.

The motion was agreed to, and the Bill, as amended, was read the third time, and passed.