

of this Bill is the authority given to the company to construct a bridge over the Ottawa River, and the hon. gentleman from Rideau division, who is not in his seat to-day, has very strong objections to that part of the Bill. I think it would be better to let the Bill stand until he can be present to express his views.

HON. MR. POIRIER—There can be no objection to the second reading of the Bill to-day, as I propose to have it referred to the Committee on Railways, Telegraphs and Harbors, where the hon. member from Rideau division will have an opportunity to press his objection to any of the details of the measure.

The motion was agreed to.

BILLS OF EXCHANGE AND PROMISSORY NOTES BILL.

PROGRESS IN COMMITTEE.

The House resolved itself into a Committee of the Whole on Bill (6) "An Act relating to Bills of Exchange, Cheques and Promissory Notes."

(In the Committee.)

On the 2nd clause,—

HON. MR. ABBOTT—There is no portion of this clause which I understand to vary in any degree the existing law.

HON. MR. SCOTT—Where are the definitions taken from? They are not in any statute of ours at present.

HON. MR. ABBOTT—They are mainly taken from the English law, I understand, which is now in force. The English Act is like this: a species of codification of the entire laws with regard to bills of exchange, cheques and promissory notes. The definitions are taken from the English Act, which my hon. friend will find in Chalmer's "Treatise on Bills and Notes." There are one or two left out—for instance, the word "bankrupt," as there are no bankrupts here.

On section 3,—

HON. MR. ABBOTT—This definition is taken from the same Treatise, and I believe from the English law also, and every hon. gentleman who has read the law of bills of exchange will recognize the usual definition.

The clause was agreed to.

On section 4,—

HON. MR. ABBOTT—The only portion of this section which can be regarded as new is sub-section 2. That is taken literally from the English law, and it is simply a provision which prevents the possibility of a holder being defeated in his claim on a bill by proof that although it appears to be an inland bill it was really either made or accepted in foreign country. This is the reason give by Mr. Chalmers, and I presume it is the correct reason.

The clause was agreed to.

On clause 6,—

HON. MR. ABBOTT—Sub-section 7 of clause 6 makes some change. At present it is understood that a bill payable to the treasurer or other official of a society is void for uncertainty. There are several judgment uin that sense. They are cited here—I think those that are cited are English judgments; but it is evidently a subject that ought to be cleared up, and it has been cleared up here, as it is cleared up in he English law, by making a bill valid which is addressed to any person holding any particular office for the time being.

The clause was agreed to.

On section 8,—

HON. MR. ABBOTT—Some of the sub-sections of section 8 are supposed to alter the law in some respects. For instance, sub-section 3 provides that a bill is payable to bearer which is expressed to be so payable, or on which the only or last endorsement is an endorsement in blank—the name only of the endorser. The difference, if there be a difference, is in this: that if the last endorsement is a blank endorsement it renews the negotiability of the note or bill, which may have been limited by a previous endorsement. It is not permitted under this measure to stop the negotiability of a bill by omitting to make it payable to order. For instance, a bill is endorsed "Pay to John Smith." That bill remains negotiable. John Smith has the right to endorse it, and he may endorse it in blank, and if he does so it becomes a bill payable to order. I am not prepared to say that that is not the law now, but it is a point on which there is some doubt, and this clears it up.

Sub-section 4 is changed in a slight degree, in conformity with the principle