

any money at the place of presentment, and that relieves the holder from the necessity of presenting there. The judge will only exercise the discretion in cases where the money is provided at the place of payment.

HON. MR. KAULBACH—Supposing it is made payable at the maker's house?

HON. MR. ABBOTT—That is the same as making it payable by himself.

HON. MR. SCOTT—I think 65 or 70 per cent. of all the notes that are made in this Province are not paid in at the place of presentment. They are made payable at a certain bank, but the note is taken, knowing that the maker does not keep an account at the bank. Supposing by any possible chance the money was placed in the bank the day of payment, and withdrawn the day afterwards, and the holder calls at the maker's office the next day and presents the note, the maker of the note is perfectly independent, because the money had been provided the previous day at the bank for payment, and if the note was not paid on that day it was the holder's fault.

HON. MR. ABBOTT—The Bill provides that the note can be presented at any time before action. The only thing the holder requires to save himself from paying the costs is to present the note before he sues. There is one clause here which none of us see the use of. It is the 96th clause: we do not know what the bearing of it would be. It is confusing, because the rules of the common law in England are not the rules that we have been in the habit of applying to cheques. I move to strike out this 96th clause.

The motion was agreed to.

HON. MR. POWER—Does the leader of the House consider at all the effect of the addition to the 93rd clause? It appears to me that the provision of the English law was preferable to having the work done by justices of the peace, inasmuch as a great many of those officials in this country are not well qualified for doing notarial work.

HON. MR. ABBOTT—We have considered that point. We think that this practice, having been prevalent in Canada for a great many years, and having been found very satisfactory, should be con-

tinued. There are a great many of these officials throughout the country, and the fact of their appointment indicates that they possess some of the necessary qualifications. We feared that it might lead to abuse if any person could be taken to protest a note and make such a protest official and authentic. We propose to leave the clause as it is, especially as there has been no complaint as to the working of the present system.

HON. MR. McCLELAN, from the committee, reported the Bill with amendments, which were concurred in.

## SECOND READING.

Bill (73) "An Act to incorporate the Dominion Safe Deposit, Warehousing and Loan Company, Limited." (Mr. Scott).

## RECKONING OF TIME BILL.

### SECOND READING.

HON. MR. MACINNES (Burlington) moved the second reading of Bill (Y) "An Act respecting the Reckoning of Time." He said: The Bill does not propose any departure from the established practice. We have already adopted throughout the Dominion the hour meridian or standard time system, which is based on the time of the Observatory of Greenwich. The object of the Bill is simply to define by statute the existing practice. Under this system the time changes every fifteen degrees of longitude west of Greenwich, beginning with the 60th degree and ending with the 120th. Here in Ottawa we have the time of the 75th meridian, and on the Pacific coast the 120th. The convenience of this arrangement of fixing time in a country which, like ours, extends over such enormous distances east and west, is manifest. The railways first adopted the system in 1883, and it has been in general use ever since throughout the whole of North America and has never been objected to in any way. No one would now think of going back to the old system, and it is essential in the public interest that what has been so long in use and so favorably received should be defined by statute. It is necessary in the following mentioned cases—in the time of day as fixed by Acts of Parliament in regard to election and other matters; expressions respecting the time in contracts,