

it is not accepted on the day on which it is actually presented for acceptance, or the following day, then it must be protested.

HON. MR. SCOTT.—I think it would be a mistake to alter the law in that particular. Bills are often sent forward for presentation, and the party has not had advice; he says, "call to-morrow or the day after to-morrow; I have not had my mail, and I will probably hear from the drawer in a couple of days." The bill is withheld accordingly. Under this clause the bank could not withhold it.

HON. MR. ABBOTT—Yes, for two days, the day of presentment and the next day.

HON. MR. SCOTT—My idea would be to allow more time. You cannot lay down an arbitrary rule that would apply in all cases.

HON. MR. MCKAY—Bills are often presented before the invoice of the goods are received, and the banks allow a draft, in such a case, to remain in their possession until they know that the goods have arrived.

HON. MR. DRUMMOND—A longer time would be better; three days, at least, should be allowed.

The clause was allowed to stand.

On the 45th clause,—

HON. MR. ABBOTT said: This is slightly different from the provision in the English Act. In sub-section (c) the words "or his representative" are added, and we leave out the words "at a reasonable hour on a business day."

HON. MR. POWER—Why leave out those words? They seem reasonable.

HON. MR. ABBOTT—There is no occasion to provide that it shall be on a business day, because there is another specific provision in the Act which excludes the payment on a day which is not a business day. To fix what would be a reasonable hour was thought inadvisable, because outside of cities, where business hours are not always observed, it would not be considered at all improper to present a bill or note at the store of a storekeeper whose business is in full blast between seven and nine in the evening; but in a city it would

probably be considered a rather extraordinary proceeding to present a bill at such an hour. It was thought perfectly safe to leave this to the practice that prevails among the people themselves who hold notes and have to pay them.

HON. MR. POWER—I do not feel quite clear about that. Suppose, as has happened in American cases, the presentment for payment is made at 11 o'clock in the evening at a man's house, and he does not happen to keep his money about the house, he cannot be expected to pay then.

HON. MR. PELLETIER—That would not be the proper place or time.

HON. MR. POWER—The proper time is left out. I doubt the wisdom of departing from the wording of the English law there.

HON. MR. ABBOTT—There is no provision in our law as it stands as to the time in which a bill should be presented, and it seems to me that we have worked under the law as it stands without any difficulty, and we do not wish to introduce any arbitrary change with respect to bills and notes that does not exist in any Province in our country now.

HON. MR. DICKEY—Still, we are doing it with regard to a great many points in this Bill.

HON. MR. ABBOTT—I do not think we are making any changes of importance, except where inconvenience and loss to the community have been experienced under the existing law. I have never had a case, and I have had a great deal of experience in my practice, in which a difficulty arose because of the time of presentment. There is a word omitted in sub-section 7 which I should like to put in. The word "acceptance" should follow the word "bill" in the first line, because if the place of payment is specified in the acceptance the bill ought to be presented at that place. Under the English law the word "bill" is construed to mean bill or acceptance, but in passing this Bill through the House of Commons some one took exception there to the word "bill" as possibly not including the acceptance, and the words "or acceptance" have been inserted in several places in the Bill, and as they are left out here, it seems to me it might create a doubt whether it meant