between the different Provinces. There is no such difference in the value of money as to make it necessary that there should be one law for the Lower Provinces and another for Ontario and Quebec.

HON. MR. POWER—There is a limit to the rate in Nova Scotia, but if this Bill passes there will be none in Ontario and Quebec.

HON. MR. ABBOTT—The reason for making this apply only to Ontario and Quebec is that the clauses which are repealed apply only to those Provinces. Section 10 ought never to have been in the Statutes at all. In point of fact, interest is free in Ontario and Quebec. There are some very limited restrictions on it which this law does not touch. This section 10 being there is an entire mistake, and, as it happens, it has no effect at all. My hon. friend from Nova Scotia takes the ground that money ought to be restricted, but this Parliament has adopted the doctrine that it ought not to be restricted, and I do not think that it would be wise to leave on the Statute-book a section which is entirely inconsistent with the law and which is practically a dead letter.

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

BILLS OF EXCHANGE AND PROMISSORY NOTES BILL.

IN COMMITTEE.

The House resumed, in Committee of the Whole, consideration of Bill (6) "An Act relating to Bills of Exchange, Cheques and Promissory Notes."

(In the Committee.)

Clause 79 was allowed to stand.

On clause 83,—

HON. MR. SCOTT—This is a peculiar clause. A man makes a note to a devisee, for instance, who puts it in his box and dies without presenting it. How is it under that clause? Is the estate bound?

HON. MR. ABBOTT—It is not an obligation at all until it is delivered to somebody; but he may devise it by will if he choose. I think it is necessary under the present system to deliver to make it obligatory.

HON. MR. DICKEY—A question may arise hereafter as to whether it is not necessary to prove delivery in order to make the note good, and that might be a very embarrassing proceeding.

HON. MR. ABBOTT—No doubt, my hon. friend having drawn and maintained a thousand actions on promissory notes, always alleges delivery, and possession of the note has always been held as being *prima facie* evidence of delivery.

The clause was agreed to.

On clause 86,—

HON. MR. ABBOTT—This clause is inconsistent with the corresponding clause in the law relating to the acceptance of bills.

HON. MR. SCOTT—It is a total innovation of the law of Ontario as it now stands.

HON. MR. ABBOTT—I think it is an innovation of the law of the Dominion. The first clause deals with the maker, the second clause deals with the endorser, and in order to hold the endorser you must present the note for payment.

HON. MR. SCOTT—If it has to be presented it involves proof, and if an action was brought evidence has to be given that the note has been presented.

HON. MR. ABBOTT—That only applies to a note made payable at a particular place.

HON. MR. SCOTT—As a general rule, notes are made payable at a particular place, but this clause involves proof that the holder ought not to be called upon to make in court. It involves a notarial proof, otherwise you will have at trial to call a witness to swear that the note was presented at the particular place.

HON. MR. ABBOTT—Business men usually make provision at their bankers for the payment of their notes. A business man may be out of town, but leaves money at a particular bank where he promised to pay the note. Surely it is no obligation on the holder of a note to make him present it at the place where the maker promised to pay it.

HON. MR. POWER—It seems to me that the argument of the leader of the House is a perfectly satisfactory one. It