

Bankers, Merchants, Brokers, Traders or their Attornies may indorse notes in blank and hold, sue and recover as if more fully indorsed as above.

II. PROVIDED always, AND BE IT FURTHER ENACTED, that any Promissory Note, hereafter to be made and signed by any Banker or Bankers, Merchant or Merchants, Broker or Brokers, Trader or Traders, or by his, her or their Attorney or Attornies as aforesaid, payable to any Person or Persons whatsoever, his, her or their Order, may be transferred or assigned by an Indorsement in Blank; and the Holder or Holders thereof, under such blank Indorsement or Indorsements, may and shall have the same remedy and action against the said Person or Persons, who or whose Attorney or Attornies as aforesaid, first made and signed the same, or against the Indorser or Indorsers thereof, as is herein before provided.

Protest shall not be necessary to maintain an action for recovery of monies due upon a promissory note.

But protest shall warrant a recovery of interest from the date of the same though not expressed in the note.

Indorsee of such notes, shall not maintain an action thereon, until after a demand, on the original maker of such note, and protest for non payment.

And notice of such non-payment sent to such indorsers or to their usual place of residence.

III. AND BE IT FURTHER ENACTED by the Authority aforesaid; that a protest shall not be necessary to enable the Holder or Holders of a Promissory Note, to maintain an Action against the Person or Persons who, or whose Attorney or Attornies as aforesaid, first made and signed the same, for the principal sum due on such Promissory Note, and Interest thereon if therein expressed; but if a Promissory Note does not express that it shall bear Interest, such Note being duly protested, Interest shall be due thereon from the date of the Protest.

IV. PROVIDED always, AND IT IS FURTHER ENACTED, that no Holder or Holders of a Promissory Note, under an Indorsement or Assignment as aforesaid, shall maintain his, her or their Action against an Indorser or Indorsers thereon, unless payment of such Promissory Note, shall have been demanded of the Person or Persons who, or whose Attorney or Attornies as aforesaid, first made and signed the same, and upon refusal thereof, a Protest for Non payment shall have been made after the third and before the expiration of the sixth day, after the same shall have become due; and that notice of such Non payment and Protest, shall have been sent to such Indorser or Indorsers, or to the usual place or places of his, her or their residence, within ten days, if such place of residence is not more then ten leagues distant from the place, where such Note shall be protested; and after the rate of one day more for every five leagues, that the place of residence of such indorser or indorsers may be further distant, if it is within that part of this Province, lying between the Long Sault, on the Ottawa River to the Westward, and the Eastern boundary of the Seigniories of Rimouski and Mal Bay to the Eastward; and if such place of residence is without the foregoing limits, or out of the Province, then in such reasonable time, as the distance of such place of residence and the nature of the intermediate communication may require.

Particular Species of value need not be expressed in a note to warrant a recovery &c.

Provided that this act shall not extend to repeal &c. any Law against usurious contracts or money won by gaming.

Protest may be made by a Justice of the peace before two witnesses where there is not a notary resident.

Protests shall be written underneath a copy of every note to be protested.

Promissory Notes made and due at the passing of this act shall not be recovered after three years.

Limitation of five years for notes already made and not yet due and payable.

Provided that the debtor or payer of such note shall if re-

V. AND BE IT FURTHER ENACTED by the Authority aforesaid, that to maintain an action for Payment of any Promissory Note, it shall not be necessary that the particular species of Value received for the same, be therein specified, but only that Value has been received.

VI. PROVIDED always, that nothing herein contained shall extend, or be construed to extend, to repeal or make void any Law, Usage or Custom, against Promissory Notes granted for usurious or unlawful considerations, or for money won by gaming, or lent knowingly for the purpose of gaming.

VII AND BE IT FURTHER ENACTED by the authority aforesaid, that in places where there is not a Notary, a Protest may be made by a Justice of the Peace before two witnesses, which shall be to all the intents and purposes of this Act, as valid as if it had been made by a Notary and witnesses; and every Protest shall be written underneath a Copy of the Promissory Note, and the Indorsement or Indorsements thereon.

VIII AND BE IT FURTHER ENACTED by the Authority aforesaid, that every Promissory Note, already made and due, shall be taken and considered to be paid and discharged, if no Suit or Action is brought thereon within three Years from and after the passing of this Act; and every such Promissory Note already made, but not due, or that shall hereafter be made, shall be taken and considered to be paid and discharged, if no suit or action is brought thereon, within five Years next after the day on which such Promissory Note shall become due and payable: Provided always, that