HON. MR. ABBOTT—In clause 79 my attention has been called by a colleague in Montreal to a point which I think is important in this Bill. There is a clause in section 71 which deals with the conflict of laws where bills are made and fall due in different countries. There is no provision in our law which gives any force or effect to an official instrument connected with a protest with a bill or note in a foreign country, and it is quite obvious that there ought to be. Under the comity of nations perhaps our officials would take notice of a protest of a note or bill in Germany or France or other foreign countries, but we have all thought it better to clear it up by stating distinctly in the Act that an official notarial copy of protest in a foreign country, or the notice given and the notarial certificate of service, shall be *prima facie* evidence that the note has been protested and the notice given in the manner in which these instruments indicate, and I have prepared an amendment in this form:—

Page 25, line 26.—After "payable" insert: "(*f*) If a bill or note presented for acceptance and payable out of Canada is protested for non-acceptance or non-payment, a notarial copy of the protest, and of the notice of dishonor, and a notarial certificate of the service of such notice, shall be received in all courts as *prima facie* evidence of such protest, notice and service."

The amendment was agreed to.

HON. MR. ABBOTT—Clauses 78 and 79 were required to stand, because it was thought they bore some analogy to the clause respecting forged endorsements, which was struck out, and which this House disapproves of. Clause 78 can scarcely be said to present such analogy. Clause 79 does, to some extent, bear a very faint analogy; but I would call the attention of the House to this fact, that these two clauses are a part of the system whch is introduced from England, and which has never been used, and I doubt for my part if it ever will be used, of cross-cheques. We know nothing of that in Canada now. It is used to some extent in England, and the provisions with respect to these cross-cheques are copied in section 73 word for word from the English law on that subject. No one need use a cross-cheque unless he likes, and if he does we think it would be better that he should use it in conformity with the English system—that we should not make any change now. We do not know much about the practice ourselves. We have had no experience of it in this country, and we think it better to leave it as it has been in England for many years, and approved of there, and passed in recent Statutes as the law there, and if any difficulty or dispute arises in the use of this system of cross-cheques we shall have the jurisprudence of England to refer to, to give us the proper construction, and we have thought it better to ask the committee to pass the clauses as they stand.

The clauses were adopted.

HON. MR. ABBOTT—Section 86 I thought objectionable, because it imposed upon the holder of a promissory note no more stringent obligations with reference to the place of payment than the maker, and it gave the maker of the promissory note a greater measure of relief in the event of non-presentation than was permitted in other portions of the Act. The whole theory of this Bill is that bills and notes are treated on exactly the same principle, and the parties to which, who are analogous to each other, come under the same rules. The bill must be presented at the place of payment, but it does not release the acceptor if it is not presented at the place of payment. It may be presented at any time, or may not be presented at all, except to hold the endorsers; but with regard to the acceptor, he being primarily liable, the law does not render it imperative that the presentation shall be made at the place mentioned in the body of the note, but the holder takes the precaution to present it, because he is placed in this position, that if he does not present it there he runs the risk of being told there were funds there on that day to pay it, and he must pay the cost or sue, before he can collect it. Now, I propose to strike out the words "before action, in order to render the maker liable in any other case," and insert these words:

"But the maker is not discharged by the omission to present the note for payment on the day that it matures; but if any suit or action is instituted thereon against him before presentation, the costs thereof shall be in the discretion of the court, if no place of payment is specified in the body of the note."

HON. MR. KAULBACH—Is that not a large discretion allowed to the court. If the note is not presented why not make the party who sues liable for the costs?

HON. MR. ABBOTT—Because the party who made the note may not have provided