circumstances, a man should be held clearly responsible over his own proper signature, for the fact that he adopts deliberately an erroneous designation. I would therefore suggest to strike out the words "if he thinks fit," and that he be compelled to adopt the wrongful designation over his own proper signature.

HON. MR. ABBOTT—My hon. friend's suggestion is a very important one and should not be dismissed without due consideration. With the consent of the House, I will let the clause stand for the present.

HON. MR. SCOTT—The suggestion is a very good one.

The clause was allowed to stand.

On the 36th clause,—

HON. MR. DRUMMOND said: It appears to me that the third sub-section is very vague and uncertain and that some definition should be given of what is a reasonable length of time.

HON. MR. ABBOTT—My hon. friend's objection to this has a certain degree of plausibility, but the same difficulty occurs in a great many places in the Bill, and already exists in the law. The question whether a bill, or note, or cheque, payable on demand is presented within a reasonable time has always been left to the appreciation of the court. There are cases where a bill has been held for nearly five years before being presented, and it has been decided that it was not withheld an unreasonable time. There are other cases in which a much shorter time has been held to be unreasonable. It all depends on the circumstances of the case. For instance, it is a common practice for a demand note to be given to a bank as collateral security for an account. Although it is made payable on demand, it is obviously not intended to be presented, but to remain in the hands of the bank until the persons whose names appear on it insist on something being done with it. In a case which went from St. John's to the Privy Council a note which had been left in the hands of the St. John's glass works for over four years, until the parties to it had become bankrupt, and was then presented, was held to be presented in sufficient time, because it had been presented in the hands of the bank as collateral security. It is therefore practically impossible to put into any Act what is a reasonable time within which a note payable on demand shall be presented, and it has to be left to the judgment of the court.

The clause was adopted.

On clause 38,—

HON. MR. DRUMMOND said: It is well known in Canada that the maker of a note very often pays the wholesale house to whom it is given, and not the bank. The wording of the last clause of sub-section (*c*) of this section would appear to open the door to the discharge of the promissor.

HON. MR. ABBOTT—The rights and powers of the holder of a bill are defined by this section. That is an incident to the character of bills of exchange and promissory notes. They are necessarily negotiable, and obtain a kind of sanctity in the hands of a third holder for value which is not accorded to any other form of payment. In the hands of a third holder, for value, even though the note was improperly negotiated by the original holder he can obtain value for it, leaving the man who gave it recourse against the party who improperly negotiated it.

HON. MR. SCOTT—That is, if the paper has matured, but this might be interpreted to apply to a note at any stage.

HON. MR. ABBOTT—Words are employed through this Bill to signify a note given to a third party for value.

HON. MR. DRUMMOND—It would not apply in the way I suggested.

HON. MR. ABBOTT—The holder must be paid.

The clause was adopted.

On clause 42,—

HON. MR. ABBOTT said: There is a good deal of laxity as to what is the proper time for accepting a bill. There is no such universal custom established in the Dominion as would justify a person delaying acceptance of a bill of this kind without exposing himself to some risk. It was thought expedient, and it met with the approbation of a good many business men who were consulted about it, to fix the time as stated in this clause. That is, if