

right. Therefore, my hon. friend from Ottawa suggested, and I think some other hon. gentleman spoke in the same sense, that we should make the bill void if these words are not written upon it. Certainly, if we choose to create a penalty which is to be paid by the person who procures the note we might, with equal propriety, say that he shall not recover on it. So I propose to add to sub-section 4 these words: "And without such words thereon such instrument and any renewal thereof shall be void, except in the hands of the holder in due course without notice of the consideration."

I had the pleasure of conferring with my hon. friend from Ottawa on this amendment and he concurred in it.

The amendment was agreed to.

HON. MR. ABBOTT—Section 42 is a section which was not reserved, but which was the subject of discussion. The point in that section was, whether we should require that a bill should be duly presented for acceptance on the day stated for payment or on the next following day, as enacted in this clause. With reference to that, I may say that the English Act provides that a bill must be presented within a reasonable time, leaving the time to the appreciation of the judge of the court, if it should go before a court. That was the way in which this Bill was drafted, and it came in that form before the other House, but there was such a strong opposition manifested to it there that the Minister felt disposed to make the amendment which places it in its present shape. Hon. gentlemen here the other day thought it was too short a period of time, and although I would be quite satisfied to pass the Bill in the form in which it was originally introduced, and as far as my own information goes I would prefer that to any specific limitation, yet I do not know if we extend this time a little but we shall meet all the difficulties of the case. As was suggested the other day, I proposed to the House to make it within two days of presentment, so that will give three days in all for procuring the acceptance. I will therefore move to strike out the words "on the next following day, not being a legal holiday or non-judicial day." and insert the words "within two days thereof."

HON. MR. MCKAY—Although the extra day is quite an improvement, I very much prefer the English Act, for there are occasions, and a great many of them, where the drafts are made before the invoices are received, and it is almost impossible to accept them without knowing whether the amounts are correct or not.

HON. MR. ABBOTT—There is this to be said in reference to it: Inland bills do not require to be protested except in Quebec. All that needs to be done is to send a notice that the bill has not been accepted, and the bank can do that without causing any expense, and can hold the bill as long as it chooses, to get the acceptance, and no harm is done if, within a few days, the consignment comes and the bill is accepted.

HON. MR. DICKEY—What would be the effect supposing the second day is a non-judicial day?

HON. MR. ABBOTT—The law provides that a non-judicial day does not count.

The amendment was agreed to.

HON. MR. ABBOTT—In section 51 in the law as we have it now, and until this Bill becomes law, there is no provision that a clerk or agent of a bank shall not act as a notary in protesting of a bill or note payable at the bank in which he is employed. It is perfectly obvious that it would never do to allow a bank to have its own clerks act as notaries, to regulate any difficulties which may occur. I will therefore move an amendment as clause (a) to come in after section 51 as, follows:—

"No clerk, teller or agent of any bank shall act as a notary in the protesting of any bill or note payable at the bank or at any of the branches of the bank in which he is employed."

The amendment was agreed to.

HON. MR. ABBOTT—In section 56 I propose to add the words "and is subject to all the provisions of this Act respecting endorsers," at the end of the clause. This is to get over a difficulty which has occurred in Lower Canada and, I suppose, elsewhere, as to the necessity for giving notice to an endorser on a note *pour aval*, the notice that we are bound to give to an ordinary endorser.

The amendment was agreed to.