

rights of all parties are complete, since the holder has right of action against everybody concerned, since everybody is aware that the bill has been dishonored, why should we force the holder to go through the further process of protesting the drawer and endorser, or anybody else for non-payment?

HON. MR. SCOTT—He is not bound to do it, but if he does it, then it must be at the place where it is payable.

HON. MR. ABBOTT—It may have been necessary to put such a clause in the English Act years ago, when it was passed. It may have been necessary, at that time, to hold the bill until it became due before it could be sued upon. That was the opinion when I came to the bar in Quebec, that you had to hold a bill until it became due, but that idea is exploded. If a bill is protested for non-acceptance a right of action accrues to the holder. The suggestion that I make is to insert the words "or non-payment" after "non-acceptance."

HON. MR. DRUMMOND—I would like to hear an explanation of the provisions of sub-section 6, that a Bill must be protested at the place where it is dishonored, or at some other place in Canada situate within five miles of the place of presentment and dishonor of such bill.

HON. MR. ABBOTT—It must be put of record and made an official act within a certain distance of the place. That is the reason that has been given to me in answer to that enquiry.

HON. MR. DRUMMOND.—Could it not be made available to cause a great deal of inconvenience to a merchant? For instance, the holder might actually prefer to go five miles from the place of presentment to protest it, in order to put the parties to inconvenience.

HON. MR. POWER—I imagine that the real object of it is to accommodate country merchants, where notaries are not to be found, perhaps, in the immediate vicinity.

HON. MR. ABBOTT—The protest consists in the filling up of a notarial form, and there can be no injury to any man in protesting a bill five miles from the place of its presentment, except to the man who gets it done, if he goes five miles outside of the city to get a notary to do it. I

think the objections which have been made to this clause may be met by inserting after the word "payable," in the 44th line, the words "or where it requires to be presented for acceptance, as the case may be." That will compel the protest, whether for acceptance or payment, to be made within a reasonable distance of the place where the Bill is to be presented for acceptance.

HON. MR. POWER—Would it not be better to put it in this way—that it must be protested for non-acceptance and non-payment respectively.

HON. MR. ABBOTT—It would only lengthen the clause without making it more clear. It must be understood that it is either for non-payment or non-acceptance.

HON. MR. POWER—Then the better way would be to put the non-acceptance first.

HON. MR. ABBOTT—Perhaps it would be better, though virtually it amounts to the same thing. I shall alter the order of the wording on the hon. gentleman's suggestion.

The amendment was agreed to.

On clause 52, sub-section 2,—

HON. MR. ABBOTT—I am going to ask the committee to destroy the distinction to some extent between what is called a qualified acceptance and a general acceptance. I believe it is the law in some parts of the Dominion that an acceptor may accompany his acceptance by a statement that the bill is payable at a certain place.

HON. MR. SCOTT—That is an acceptance generally.

HON. MR. ABBOTT—Yes; that is an acceptance generally, and it is so defined in this Bill; but, if he adds the word "only," or some other equivalent phrase, then it is a qualified acceptance. If a bill is drawn on him, payable at the Bank of Montreal, it is a general acceptance, and the holder is bound to accept that form of acceptance, and every party to the bill remains bound on it; but if the acceptor adds the words "only" or "elsewhere," it is a qualified acceptance, and the holder cannot take it; if he does take it the endorsers are discharged. That seems to me