

exercise its remedy any time within six years.

HON. MR. LOUGHEED—That is, against the drawer.

HON. MR. ABBOTT—Yes. The drawer could have taken his action against the bank to make the bank refund the money paid out for the cheque at any time within the limitation which prevails under the Act. The first proposition was to destroy it altogether. As a compromise, this clause was inserted, which gave a remedy for a year; after that time the bank was entitled to retain the charge which it had made against the drawer; so that this clause which I am now proposing does not in reality relate to that case at all.

HON. MR. POWER—I think there is a great deal of confusion in the mind of the leader of the House with respect to clause 24—what is now section 24 of the Bills and Notes Act of 1890. That Bill came up to us without the provision which I have just read from the English Act. The Bill, as introduced in the other House by the Government, did contain section 60 of the English Act, which I have just read. That section, after being discussed for some time, was stricken out in the House of Commons and the Bill came up to us without that section. The hon. gentleman, therefore, is not right in saying that we here undertook to make amendments to a section which was not in the Bill when it came here. There was a good deal of discussion in connection with section 24, and an amendment was proposed, I think, by the hon. gentleman from Victoria division, and we made an amendment to the Bill which went down to the other House, but which was not accepted in whole there. They amended our amendment, and it came back to us, and the proviso which has just been read by the hon. gentleman from Calgary was the amendment which we made to clause 24 of the Bill here. But the point that I make is this, that the object of this amendment is substantially now the amendment proposed in clause 5 of this Bill, to insert into this Bill and Notes Act section 60 of the English Act; and I contend that the hon. gentleman has not made it clear that that is not the case. Of course, this amendment relieves the banker from the liability, just as the Eng-

lish Act did, but it puts the loss, not upon the drawer of the cheque, but upon one of the endorsers. That is the substantial difference. I do not propose to undertake to discuss whether that is right or wrong, but I think the House ought to understand clearly with regard to it.

HON. MR. ABBOTT—I do not think there was any confusion of ideas in my mind about the matter. I think my hon. friend has stated it very much as I have stated it. This House was asked to insert a clause in this Bill which was of the same effect as clause 60 of the English Act—in other words, under clause 60, if I had made a cheque on the bank and my office boy had undertaken to put the name of the payee on it, the bank would have compelled me to make good my account or accept a discharge of the amount, though I might have asked for it ten minutes after the office boy had pocketed the money. This House refused to put in that clause, and the other House also refused; but the bankers and other people interested represented that it was a great hardship that they should be left in this position, that a man whose cheque had been improperly paid might come back five or six years afterwards, after the possibility of discovering the culprit or making anybody responsible for the cheque had vanished, and compel the bank to repay the money taken out of his account six years before. This House, and the other House, thought this was a clear grievance—that there ought to be a limitation—that the bank ought to use diligence and give notice of the forgery to the maker of the cheque within a reasonable time. We put it, I think, at less than a year, but the other House made it a year, and we accepted that amendment. Now, what is there in common between that clause and this clause? In the one case they proposed to really impose on the maker of the cheque a loss which he is not responsible for in any shape or form—which he had nothing to do with, and which had occurred to him in consequence of a signature put on the cheque after he had signed it, and of which he could know nothing. That is what they proposed to do for the benefit of the banks. That is what we opposed and rejected. The Bill as it stands provides that whatever a man does, knowing what had been done before him, he is responsible for. Every endorser is respon-