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No. 20.

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2nd Session, 3rd Parliament, 12 Victoria, 1849.

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## BILL.

An Act to amend the laws regulating  
Inland Bills of Exchange and Pro-  
missory Notes, and the protesting  
thereof.

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Received and Read a first time, Thursday, 25th  
January, 1849.

Second Reading, Thursday, 1st February, 1849.

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MR. HOLMES.

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PRINTED BY LOVELL AND GIBSON.

## BILL.

An Act to amend the Law regulating Inland Bills of Exchange and Promissory Notes, and the protesting thereof.

WHEREAS it is expedient to revise the laws relating to Inland Bills of Exchange and Inland Promissory Notes, and to render more uniform the protesting thereof, and the practice in that behalf: Be it therefore enacted, &c.

And it is hereby enacted, by the authority of the same, That on and from the day when this Act shall come into force, an Act of the Parliament of Lower Canada, passed in the thirty-fourth year of the Reign of King George the Third, intituled "*An Act to facilitate the negotiation of Promissory Notes,*"—so much of the third section of an Act of the Parliament of Upper Canada, passed in the fifty-first year of the Reign of King George the Third, intituled "*An Act to repeal an Ordinance of the Province of Quebec, passed in the seventeenth year of His Majesty's Reign, intituled 'An Ordinance for ascertaining Damages on Protested Bills of Exchange and fixing the rate of Interest, in the Province of Quebec'; also to ascertain Damages on Protested Bills of Exchange, and fixing the rate of Interest in this Province,*" as is applicable or has reference to Lower Canada,—and the whole of the fourth and fifth sections of the same Act,—the words "*for a sum not exceeding one hundred pounds,*" in the second section of an Act of the said Parliament of Upper Canada, passed in the fifth year of the Reign of King William the Fourth, intituled "*An Act to prevent the unnecessary multiplica-*"

L. C. 34 Geo. 3, c. 2; part of Sect. 3, U. C. 51 Geo. 3, c. 9; Sects. 4 & 5 of same Act, certain words in Act U. C. 5 Will. 4, c. 1; part of Sect. 12 of same Act, and U. C. 7 Will. 4, c. 5, repealed.

“ *tion of law-suits and increase of costs in Ac-  
 tions on Notes, Bonds, Bills of Exchange,  
 and other instruments,*”—and so much of  
 the twelfth section of the same Act as might  
 be applicable to such orders or promises in 5  
 writing as under this Act are to be deemed  
 Bills of Exchange and Promissory Notes,—  
 and the whole of an Act of the said Parlia-  
 ment of Upper Canada, passed in the sev-  
 enth year of the Reign of King William the 10  
 Fourth, intituled “ *An Act to amend the law  
 respecting Bills of Exchange and Promis-  
 sory Notes,*”—shall be and the same are  
 hereby repealed.

What shall be  
 deemed a Pro-  
 missory Note.

II. And be it enacted, That from and 15  
 after the passing of this Act, any instrument  
 or writing bearing the signature of any per-  
 son and, being or purporting to be a promise to  
 pay, or agreement for the payment of money  
 unto any other person, or to the order of 20  
 any other person, or to the order of the pro-  
 missor or signer thereof, shall be deemed  
 and taken to be a negotiable Promissory  
 Note, and within the meaning of this Act;  
 and any instrument or writing having the sig- 25  
 nature of any person, and being or purporting  
 to be an order or draft upon any other per-  
 son, for the payment of money to any other  
 person, or to the order of any other person,  
 or to the order of the drawer or signer 30  
 thereof, shall be deemed and taken to be a  
 negotiable Inland Bill of Exchange within  
 the meaning of this Act: Provided always,  
 that every such instrument or writing shall  
 stipulate for the payment of some particular 35  
 or specified sum of money within this Pro-  
 vince, on demand, at sight, or upon some  
 certain day, or after some specified delay or  
 lapse of time, and that such instrument or  
 writing shall exhibit upon the face thereof 40  
 some certain date and place indicating  
 where, and when the same was made or  
 signed.

Proviso.

III. And be it enacted, That any negotiable Promissory Note or Inland Bill of Exchange, shall be transferable by delivery, upon being specially endorsed to the party receiving the same, or upon being endorsed in blank, and the holder of any such Promissory Note or Inland Bill of Exchange, when endorsed in blank, shall have the same right to recover in action against the drawer, payee, acceptor, and endorsers thereof, as when specially endorsed.

Promissory Note transferable by endorsement, &c.

IV. And be it enacted, That when any negotiable Promissory Note or Inland Bill of Exchange shall be drawn to the order of any person, or to the order of the maker, drawer, or signer thereof, the same shall be deemed and taken to be transferable without notice, by endorsement and delivery, and any transfer made by virtue of such endorsement and delivery shall debar the right of offsett, and shut out all counter claims to the injury or prejudice of the holder thereof.

Promissory Note drawn to order of any person, &c., transferable without notice by endorsement, &c.

V. And be it enacted, That when any negotiable Promissory Note or Inland Bill of Exchange shall express upon the face thereof the words "value received," it shall be deemed *prima facie* evidence that value has been received by all parties to such Note or Bill from the holder, for the amount thereof.

Provision when Promissory Note shall express "value received," on the face thereof.

VI. And be it enacted, That no acceptance of a negotiable Inland Bill of Exchange shall be sufficient to bind or charge the drawee or any other person as acceptor thereof unless his acceptance shall be in writing upon the face, or upon some part of such Bill: Provided always, that the signature of a drawee shall be deemed sufficient acceptance, saving and excepting when payable at sight, or at some time after sight, when it shall be necessary to add the date of acceptance thereof.

Acceptance of Bill of Exchange must be in writing on such Bill, &c.

Days of Grace  
allowed.

VII. And be it enacted, That from and after the day of three days of grace, and no more, shall be allowed upon any negotiable Inland Bill of Exchange or Promissory Note, whether the same be dated, made or drawn before or after the passing of this Act, including Inland Bills of Exchange at sight; the three days of grace being the three days next after that on which such Bill or Note shall be made payable or have become due and payable by the tenor thereof, or shall have been presented for acceptance if drawn at sight, and being reckoned to expire in the afternoon of the third of the said days of grace, excepting always that if the third of the said days of grace be, or occur upon, a Sunday or holyday, then the next day thereafter not being a Sunday or holyday as aforesaid shall be the last of the days of grace instead; any thing in any law or usage or custom to the contrary notwithstanding: Provided always, that nothing herein contained shall be construed to entitle the signer or maker of any promissory note *on demand* to any days of grace, or to prevent the holder of any such note from demanding payment for the same at any time, and protesting for non-payment whenever the same shall be refused.

Proviso.

Non-payment  
of a bill or  
note on last  
day of Grace,  
to entitle holder  
to recover  
interest from  
that day.

VIII. And be it enacted, That the non-payment of any negotiable Inland Bill of Exchange or Promissory Note on or before the last day of grace shall *ipso facto* entitle the holder to recover from the acceptor of such Bill, or the promissor of such Note in addition to the principal sum thereof, legal interest thereon from the last day of grace whether such Bill or Note be protested or not.

Promissory  
notes to be  
deemed payable  
generally  
unless a certain  
place is  
specified in the  
Bill.

IX. And be it enacted, That every negotiable Inland Bill of Exchange and Promissory Note, shall be deemed and taken to be to all intents and purposes, payable generally, unless it be expressed in the body of such Bill or Note, that the same is payable

at some certain specified place within some certain city, town or village or place within this Province; and every acceptance of a Bill of Exchange payable generally shall be deemed and taken to be to all intents and purposes a general acceptance; Provided Proviso. always, that nothing herein contained shall prevent the drawee of any Inland Bill of Exchange payable generally, from accepting the same payable specially at the office of any banker or banking institution within a reasonable distance from his usual residence or place of business, by and with the consent of the holder thereof, and any protest or notice of protest founded upon a demand made at such office as shall be indicated by such special acceptance, shall be as binding upon the drawer, payee and endorsers as if the demand was made upon the acceptor in person.

X. And be it enacted, That whenever any Inland Bill of Exchange shall be refused acceptance by the drawee thereof, it shall be lawful for the holder of the same to cause a protest to be made for non-acceptance thereof; and due notice of such protest for non-acceptance being given to the drawer, payee, and endorsers of such Bill residing within the Province or doing business therein, shall *ipso facto* immediately thereafter entitle the holder thereof to sue for and recover from the drawer thereof the amount of such Bill with costs, as fully and effectually as if the same had matured and had become payable by the tenor thereof and had been protested for non-payment; Provided Proviso. always, that nothing herein shall be construed to exonerate or excuse the holder of any such Inland Bill of Exchange from also protesting the same for non-payment at the maturity.

XI. And be it enacted, That any negotiable Promissory Note or Bill of Exchange which shall by the tenor thereof be made payable at any place beyond or without the

Bills of Exchange payable without limits of this Province, to be deemed a

foreign Bill  
of Exchange.

limits of this Province, although the maker of such note or drawee of such Bill shall reside or do business therein, shall be deemed and taken to be a foreign Bill of Exchange, and the holder of any such Note or Bill shall be entitled to recover from all parties thereto, residing or doing business within this Province, the amount thereof together with re-exchange, damages, and interest, in the same way and in like manner and according to the same rules, provided by the laws of this Province regulating foreign Bills of Exchange: Provided always, that every such Bill being payable without or beyond the limits of this Province, shall have been duly protested for non-payment according to the laws or usage of the place where the same shall have been made payable.

Proviso.

Provision as  
to notes which  
have not been  
protested on  
the day on  
which they be-  
came due.

XII. And be it enacted, That whenever any negotiable Inland Bill of Exchange or Promissory Note shall have been made payable at any specified place other than the domicile or usual place of business of the drawee or the promissor thereof, and the holder of the same shall have omitted or neglected to present the same for payment at such specified place upon the day it shall have become due and payable by the tenor thereof, but shall have presented the same at some time thereafter, and shall then have caused the same to be protested for non-payment, such holder shall nevertheless have a right to recover the full amount of such Bill or Note from the acceptor or promissor thereof together with interest thereon from the day of such protest: Provided always, that the acceptor of such Bill or the promissor of such Note, shall not have suffered any loss or damage by reason of or in consequence of such omission or neglect on the part of the holder thereof to cause the same to be duly presented and protested for non-payment upon the day such negotiable Bill of Exchange or Promissory Note shall have become due and payable; and that whenever



any such loss or damage shall be satisfactorily shewn and proved, the amount thereof shall be deemed and taken to be a legal offset or counter claim against the holder of such  
5 Bill or Note.

XIII. And be it enacted, That the duty of noting and protesting Bills of Exchange and protesting Promissory Notes, shall be performed in this Province by the Public  
10 Notaries now or hereafter to be duly commissioned and sworn in ; and every protest shall be by such Notaries made in duplicate underneath or on the back of a copy of the Bill or note with its indorsements in detail ; no  
15 second or countersigning Notary, and no witness, shall be deemed necessary for the perfecting of any act of noting, of protesting, or of notice made or given by a Public Notary, any law, usage, or custom in either  
20 division of this Province to the contrary notwithstanding.

Duly commissioned Notaries to note and protest Bills and protest notes.

XIV. And be it enacted, That every noting for non-acceptance of a Bill of Exchange shall be made underneath, or be  
25 indorsed upon the back of a copy of the Bill and indorsements, and fyled and kept upon record by the Notary Public noting the same, or the Register in case of being noted by a Justice of the Peace as hereinafter  
30 provided ; and upon every Bill noted or protested for non-acceptance, and every Bill or Note protested for non-payment, the protesting Notary shall write, print or stamp the words "noted for non-acceptance" or "pro-  
35 tested for non-acceptance" or "protested for non-payment," (as the case may be,) with the date of the noting or protest, and his fees and charges, and subscribe thereto his initials, and the usual initial letters designating his  
40 office: Provided always, that when a Bill of Exchange noted for non-acceptance shall afterwards be protested for non-payment, it shall not be necessary to extend a protest for non-acceptance, but the noting and the date

Noting for non-acceptance Bill of Exchange to be made underneath or on back of copy of Bill.

Proviso.

thereof, with the name of the Notary by whom the noting was effected, shall be stated in the body of the protest for non-payment.

Service of notice of protest for non-acceptance, &c.

XV. And be it enacted, That service of notice of the protesting for non-acceptance 5 of a Bill of Exchange, or of the protest for non-payment of a Bill of Exchange or Promissory Note, upon any party upon whom such notice should be served, shall be deemed sufficient if the service be made upon such 10 party personally, or at his domicile or office, or usual place of business ; or if such party's domicile, or office, or usual place of business, be at some place distant from the place of protesting, then such service may be made 15 by depositing in the nearest Post Office, the notice, being duly directed to such party, and prepaying the postage thereon ; and like service of notice upon the duly appointed and notified assignee of the bankrupt estate 20 of the drawer or indorser of any Bill of Exchange, or of the indorser of any Promissory Note, shall be, to all intent and purposes, as valid and effectual as if such service had been duly made upon the bankrupt per- 25 sonally, or at his domicile or office, or usual place of business, or through the Post Office, as aforesaid ; Provided always, that in such cases, the Bill shall have been drawn or indorsed, and the Promissory Note shall have 30 been indorsed, by the bankrupt before the issuing of the commission of bankruptcy against him.

Proviso.

Duplicate protest of every Bill or note to be *prima facie* evidence in all courts of justice, &c.

XVI. And be it enacted, That the duplicate protest of every Bill of Exchange and 35 Promissory Note, duly attested under the signature and notarial seal of the protesting Notary, and the duplicate act of notarial service of notice of noting or of protest, attested under the signature of the same Notary, shall be 40 deemed and taken by and in all Courts of Justice and Equity, and by all persons, and in all places within this Province, to be *prima facie* evidence of the truth of the matters in

such act of notarial service of notice of noting and of protest respectively, set forth as matters of fact; and the same faith and credence shall likewise be given to all copies at-  
 5 tested in like manner, to be true copies of the original minute of protest, noting, and act of service of notice, remaining of record in the protesting Notary's office.

XVII. And be it enacted, That the payee  
 10 and indorser of any negotiable Promissory Note, payable *on demand* by the tenor thereof, shall in no wise be responsible to the holder thereof, for a longer period or time than three months from and after the date of the  
 15 same, for the payment of such note, unless the holder of such note shall have caused the same to be duly protested for non-payment at the expiration of such three months from and after the date of the same, and due no-  
 20 tice of such protest to be given to the payee and indorser thereof.

Payee, &c. of a Promissory note on demand not responsible after 3 months from date of note, unless protested, &c.

XVIII. And be it enacted, That every  
 Bill of Exchange and Promissory Note, payable at a certain specified place, within some  
 25 certain city, town, village or place within this Province, shall at maturity be presented at such specified place for payment; and every Bill of Exchange and Promissory Note, payable generally, shall at maturity be pre-  
 30 sented to the acceptor of such Bill, or promissor of such Note, either personally or at his then domicile, office or usual place of business; or if presentment for payment of any such Bill or Note, payable generally,  
 35 cannot be made to the acceptor or promissor as aforesaid, by reason of his absence, and not having any known domicile, office or place of business, at or in the place where his acceptance or Note bears date, then pre-  
 40 sentment for payment of any such Bill or Note shall, to all intents and purposes, be deemed good and sufficient if the same be made at the domicile, office or usual place of business, which at the time of the accept-

Bill payable at a specified place, to be presented for payment at that place.

ance of such Bill the acceptor, or at the date of such Note the promissor, had at or in the place, or at the last known domicile, office or usual place of business which he had therein subsequently to the time of such acceptance or date of such Note. 5

Unpaid Bills may be protested at the expiration of the forenoon of the last day of grace.

XIX. And be it enacted, That if at the expiration of the forenoon of the last day of grace, any negotiable Inland Bill of Exchange or Promissory Note shall be unpaid, the holder or bearer thereof may cause the same to be duly presented for payment, and in default of payment, to be duly protested for non-payment; Provided always, that no notarial presentment for payment and protest for non-payment of any negotiable Inland Bill of Exchange or Promissory Note, shall be sufficient to charge or render liable the drawer and indorsers of such Bill, or the indorsers of such Note, unless the presentment and protest be duly made in the afternoon of the last day of grace as hereinbefore provided, nor unless also due notice of the protest be given to the drawer and indorsers of such Bill or indorsers of such Note, as hereinafter provided. 10 15 20 25

Effect of the protest of a Bill or Note.

XX. And be it enacted, That whenever any negotiable Inland Bill of Exchange or Promissory Note shall be duly protested for non-payment, and due notice of such protest shall be given to the drawer of any such Bill, or the drawer and indorsers of any such Bill, or the indorsers of any such Note, they shall become and be jointly and severally liable to the holder, as well for the principal sum of money specified in the Bill or Note, as for interest thereon from the last day of grace, or from the date of the Bill or Note, if interest be so therein expressed, and for the expenses of noting, protesting and notifying the protest of the same; Provided always, that the liability of the acceptor of a Bill of Exchange, or of the promissor of a Promissory Note, towards the holder, shall 30 35 40

Proviso.

continue in full force and effect, although the liability of the other parties may be discharged from the want or illegality of protest, or of notice of protest.

5 XXI. And be it enacted, That if an accepted negotiable Inland Bill of Exchange or Promissory Note, payable generally, shall become due after the appointment and public notification of the appointment of an assignee  
 10 to the estate of the acceptor of such Bill or promissor of such Note, under a commission of bankruptcy issued against him, the presentment for payment of such Bill or Note may be made either to the bankrupt personally, or at his domicile, office or usual place of business, or to the assignee personally, or at his domicile, office or usual place of business; and such presentment for payment shall be, to all intents and purposes, as  
 15 valid and effectual as if the presentment had been made to the bankrupt personally, or at his domicile, office or usual place of business; Provided, however, that the acceptance of the Bill, or the making of the Note, shall  
 20 have been effected before the issuing of the commission of bankruptcy against the acceptor of the Bill or maker of the Note.

Provision when a Bill or Note shall become due after the acceptor or promissor becomes a Bankrupt.

Proviso.

XXII. And be it enacted, That any notarial service of notice of protest for non-acceptance or non-payment, upon the drawer, payee and endorser of any negotiable Inland Bill of Exchange or Promissory Note, shall be as binding, and have as full force and effect, whenever the same shall be or have been  
 30 made or performed within three days from and after the day upon which such Bill or Note shall have been protested, as if the same had been made and performed upon the day of protesting the same; Provided always,  
 35 that nothing herein shall be construed to extend the time for protesting any Bill or Note herein provided.

Effect of Notarial service of notice of protest.

Proviso.

Not requisite to serve notice of noting for non-acceptance of an Inland Bill, on drawer, &c.

XXIII. And be it enacted, That whenever any Inland Bill of Exchange shall be noted for non-acceptance, it shall not be necessary for the holder thereof to cause service of notice of the same to be made upon the drawer, payee and endorser thereof; Provided always, that whenever any such Bill so noted for non-acceptance, shall afterwards be protested for non-payment, the notice of protest shall also embody due notice of the same having been previously noted for non-acceptance, and such notice of protest for non-payment and non-acceptance combined, shall give the holder of any such Bill, the same right to recover from the drawer, payee and endorser thereof, as if they had been severally served with notice of the noting thereof.

Fees in the Schedule to this Act allowed to Notaries for noting, protesting, &c.

XXIV. And be it enacted, That for the several duties of noting, protesting and giving of notice in this Act mentioned, the Notary or other party performing the same, as herein provided, shall be entitled to claim from the holder of the Bill or Note, the several fees and charges mentioned in the schedule to this Act subjoined, relating to the protesting and noting of bills and notes, together with the postages prepaid upon notices deposited at any Post Office, as herein provided for; Provided always, that the holder of any Inland Bill of Exchange or Promissory Note, which shall have been protested for non-payment or non-acceptance, or shall have been noted for non-acceptance, shall be entitled to recover the amount of such fees and charges, with such postages, from such parties thereto shall be liable to the holder thereof for the principal sum of the same.

Penalty on persons not commissioned as notaries, &c. protesting bills and notes.

XXV. And be it enacted, That if any person shall protest any Note or Bill, or note any Bill for non-acceptance, and shall fraudulently represent himself to be a Notary Public or Justice of the Peace, qualified to do and perform the same, and it shall be proved that he was not authorized by law to do and perform

the same, he shall be deemed and taken to be guilty of a misdemeanour, and punishable by imprisonment for the space of not more than six months.

- 5 XXVI. And be it enacted, That in Lower Canada the originals of protests and notices, and of notings for non-acceptance, made by any Public Notary therein, and remaining of record in his office, shall, upon his decease, 10 or upon his ceasing to exercise the functions of a Notary Public in the said part of the Province, be disposed of in like manner as all other acts and minutes of record in his office or *notariat*, according to law; and that in 15 Upper Canada the originals of protests and notices, and of notings for non-acceptance made by any Public Notary therein, and remaining of record in his office, shall, upon his decease or upon his ceasing to exercise 20 the functions of a Notary Public in the said part of this Province, be delivered to the Register of the County in which such Notary had his domicile, and it shall be the duty of any Register of a County, so receiving such, to 25 have and to hold the same in safe keeping; and any copy of such protest and notice, or of noting for non-acceptance, duly attested and sworn to by such Register, shall have the same force and virtue in any Court as if the 30 the same had been done by a Public Notary, and the Register shall be entitled to the same fees and charges, for any act or duty so performed as any Notary Public would have had.

In Lower Canada, original protests to be disposed of as all other minutes upon decease of notary.

And in Upper Canada, to be delivered to Registrar of county wherein notary resided.

As to copies thereof.

- 35 XXVII. And be it enacted, That in places where it shall be difficult for the holder of any Bill or Note to employ a Notary Public, by reason of there being none resident therein, or by reason of their absence or disability from sickness or other- 40 wise, it shall be lawful for any Justice of the Peace of this Province, duly commissioned and sworn in, to perform all necessary acts of noting for non-acceptance, and protesting for non-acceptance and payment, and the

Justices of the peace may, where there are no notaries, may note and protest bills and notes.

Proviso.

service of notice of the same ; and all such acts done and performed by any Justice of the Peace as aforesaid, shall have the same force and virtue as if the same had been done and performed by a Public Notary ; 5  
 Provided that such Justice of the Peace shall state and set forth, in the body or preamble of such protest, the particulars and reasons wherefore the same could not be done and performed by a Public Notary ; and 10  
 that a certificate and duplicate copy of protest or noting, containing such reasons, under the hand and seal of such Justice of the Peace, shall be deemed and taken to be sufficient proof in any Court of Law and Equity of the truth thereof. 15

Discount may be retained at time of discounting.

XXVIII. And be it enacted, That in the discounting of any Bill of Exchange or Promissory Note, it shall be lawful for any person to retain, receive or charge the amount 20  
 of the discount or interest upon the principal sum therein specified, at the time the same shall be discounted or received, any law or usage in the Province to the contrary notwithstanding. 25

Commission may be retained in addition to discount in certain cases.

XXIX. And be it enacted, That from and after the passing of this Act, it shall be lawful for any person who shall discount or receive any Bill of Exchange or Promissory Note, payable within this Province or elsewhere, but at a distance from the place wherein the same shall be discounted or received, to charge, retain or receive over and above the legal interest upon any such Bill or Note, a commission sufficient to defray any agency, expense or exchange attending or liable to attend the collection thereof ; and the holder of the same shall, notwithstanding such commission, have the same right to recover the full amount of any such Bill or Note, with any interest thereon accrued, after maturity and protest, as he would have had if no more than interest have or had been charged, retained or



received thereupon: Provided always, that such commission shall in no wise exceed the rate of one per centum upon the amount of such Bill or Note.

Proviso,—not to exceed 1 per cent.

- 5 XXX. And be it enacted, That in every action and claim founded upon a Bill of Exchange or Promissory Note, any party to which is designated on such Bill or Note by the initial letters or some contraction of his
- 10 Christian name or first name or names, it shall be sufficient in affidavit to hold to bail, and in the writ or process and declaration or claim, to designate such person by the same initial letter or letters or contraction of his
- 15 Christian name or first name or names, instead of stating the same in full.

In actions, &c., founded on Bills or Notes, initials, &c., of christian names sufficient.

- 20 XXXI. And be it enacted, That in the investigation of facts in actions and claims founded upon Bills of Exchange and Promissory Notes, recourse shall be had in all Courts of Law and Equity in the Province, to the laws of evidence established by the laws of England in force at the time of the passing of this Act; Provided always, that
- 25 in Lower Canada, nothing herein contained shall be construed to debar the parties to such actions and claims, from examining each other upon interrogatories *sur faits et articles*, or upon the *serment décisoire*, or to
- 30 debar the Judges of the Courts from deferring to any of the parties to such actions and claims, the oaths known as the *juramentum judiciale*, or *juramentum suppletorium*, and the *juramentum in litem*.

In investigation of facts in actions on Bills and Notes, recourse to be had to English laws of evidence.

- 35 XXXII. And be it enacted, That in all matters relating to Bills of Exchange and Promissory Notes in this Province, not herein specially provided for, reference shall be had to the law of England in force at the time
- 40 of the passing of this Act, which shall be deemed and taken to be in such cases the law of this Province.

With respect to matters not herein specially provided for respecting notes or Bills, reference to be had to Law of England.

What shall be holidays under this Act.

XXXIII. And be it enacted, That none other than New Year's or Circumcision day, the Epiphany or Twelfth day, Annunciation day, Good Friday, Ascension day, Corpus Christi day, St. Peter and St. Paul's day, All Saints day, Conception day, and Christmas day, shall be deemed or taken to be a holyday within the meaning of this Act; Provided always, that the anniversary of, or day fixed to celebrate the birth day of our Sovereign, and any day appointed by Royal Proclamation or by Proclamation of the Governor General or Person administering the Government of this Province, for a Solemn Fast or as a day of Thanksgiving, shall also be deemed and taken to be a holyday within the meaning of this Act.

Interpretation clause.

XXXIV. And be it enacted, That wherever in this Act, with reference to any person, matter or thing, any word or words is or are used, importing the singular number, or the masculine gender only, such word or words shall be understood and construed to include several persons as well as one person, females as well as males, bodies politic or corporate, as well as individuals, and several matters or things as well as one matter or thing; unless it be otherwise specially provided, or there be something in the subject or context repugnant to such construction.

Nothing herein to repeal or alter L. C., 2 Vict. (3), c. 57, as amended by 17 sect. of 3 and 4 Vict. c. 16., nor U. C., 3 Vict. c. 3.

XXXV. And be it enacted, That nothing in this Act contained, shall be construed to be a repeal or alteration of any of the provisions contained in an Ordinance of the Province of Lower Canada, passed in the second year of her Majesty's Reign, intituled, "*An Ordinance to regulate Private Banking, and the circulation of the Notes of Private Bankers,*" as amended and made permanent by the seventeenth section of a certain other Ordinance of the Province of Lower Canada, passed in the Session held in the third and fourth years of her Majesty's Reign, intituled, "*An Ordinance to render permanent certain Ordi-*

"nances therein mentioned, and to amend one of the said Ordinances," or of any of the provisions contained in an Act of the Parliament of the Province of Upper Canada, 5 passed in the third year of Her Majesty's Reign, intituled, "*An Act to prevent the circulation of Printed Promissory Notes under the value of Five Shillings.*"

XXXVII. And be it enacted, That this 10 Act shall commence and take effect on and from the first day of next. Commence-  
ment of this  
Act.

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## SCHEDULE

### *Of Fees and Charges.*

For presenting and noting for non-acceptance, any Inland Bill of Exchange, and keeping the same on record.....	0	5	0
Copy of the same when required by the holder.....	0	2	6
For protesting for non-payment, any Inland Bill of Exchange or Promissory Note, and putting the same on record..	0	5	0
For making and furnishing the holder of any Bill or Note, with duplicate Copy of any protest for non-acceptance, or non-payment, with certificate of service and copy of notice served upon the drawer and endorsers.....	0	2	6
For every Notice, including the service and recording copy of the same, to an endorser or drawer.....	0	1	3