

An Act relating to Bills of Exchange, Cheques, and
Promissory Notes.

HER Majesty, by and with the advice and consent of the Preamble.
Senate and House of Commons of Canada, enacts as
follows:—

PART I.

PRELIMINARY.

1. This Act may be cited as "*The Bills of Exchange Act*, Short title.
5 1890."

2. In this Act, unless the context otherwise requires,— Interpretation.

(a.) The expression "Acceptance" means an acceptance completed by delivery or notification; "Acceptance."

(b.) The expression "Action" includes counter claim and "Action."
10 set off;

(c.) The expression "Bank" means an incorporated bank or "Bank."
savings bank carrying on business in Canada;

(d.) The expression "Bankrupt" includes any person whose "Bankrupt."
estate is vested in a trustee or assignee under the law for the
15 time being in force relating to bankruptcy or insolvency;

(e.) The expression "Bearer" means the person in possession "Bearer."
of a bill or note which is payable to bearer;

(f.) The expression "Bill" means bill of exchange, and "Bill;"
"note" means promissory note; "Note."

(g.) The expression "Delivery" means transfer of posses- "Delivery."
sion, actual or constructive, from one person to another;

(h.) The expression "Holder" means the payee or indorsee "Holder."
of a bill or note who is in possession of it, or the bearer
thereof;

(i.) The expression "Indorsement" means an indorsement "Indorse-
ment."
completed by delivery;

(j.) The expression "Issue" means the first delivery of a "Issue."
bill or note, complete in form, to a person who takes it as a
holder;

(k.) The expression "Value" means valuable consideration. "Value."

PART II.

BILLS OF EXCHANGE.

Form and Interpretation.

3. A bill of exchange is an unconditional order in writing, Bill of ex-
addressed by one person to another, signed by the person change de-
giving it, requiring the person to whom it is addressed to pay fined.
35 on demand or at a fixed or determinable future time a sum
certain in money to or to the order of a specified person, or to
bearer:

- When instrument is not such bill. 2. An instrument which does not comply with these conditions, or which orders any act to be done in addition to the payment of money, is not, except as hereinafter provided, a bill of exchange :
- Unconditional order defined. 3. An order to pay out of a particular fund is not unconditional within the meaning of this section ; but an unqualified order to pay, coupled with (a) an indication of a particular fund out of which the drawee is to re-imburse himself, or a particular account to be debited with the amount, or (b) a statement of the transaction which gives rise to the bill, is unconditional :
- Bill not invalid for reasons specified. 4. A bill is not invalid by reason—
(a.) That it is not dated ;
(b.) That it does not specify the value given, or that any value has been given therefor ;
(c.) That it does not specify the place where it is drawn or the place where it is payable.
- Inland and foreign bills. 4. An inland bill is a bill which is or on the face of it purports to be (a) both drawn and payable within Canada, or (b) drawn within Canada upon some person resident therein. Any other bill is a foreign bill :
- If not noted as foreign. 2. Unless the contrary appear on the face of the bill, the holder may treat it as an inland bill.
- If different parties to bill are the same person. 5. A bill may be drawn payable to, or to the order of, the drawer ; or it may be drawn payable to, or to the order of, the drawee :
- Option of holder in case specified. 2. Where in a bill drawer and drawee are the same person, or where the drawee is a fictitious person or a person not having capacity to contract, the holder may treat the instrument, at his option, either as a bill of exchange or as a promissory note.
- Drawee to be named. 6. The drawee must be named or otherwise indicated in a bill with reasonable certainty :
- If there are more than one. 2. A bill may be addressed to two or more drawees whether they are partners or not, but an order addressed to two drawees in the alternative or to two or more drawees in succession is not a bill of exchange.
- Certainty required as to payee. 7. Where a bill is not payable to bearer, the payee must be named or otherwise indicated therein with reasonable certainty :
- If payable to two or more payees, or to holder of office. 2. A bill may be made payable to two or more payees jointly, or it may be made payable in the alternative to one of two, or one or some of several payees. A bill may also be made payable to the holder of an office for the time being :
- If payee is non-existing. 3. Where the payee is a fictitious or non-existing person the bill may be treated as payable to bearer.
- Certain bills valid but not negotiable. 8. When a bill contains words prohibiting transfer, or indicating an intention that it should not be transferable, it is valid as between the parties thereto, but it is not negotiable :

2. A negotiable bill may be payable either to order or to bearer : Payable to order or bearer.
3. A bill is payable to bearer which is expressed to be so payable, or on which the only or last indorsement is an indorsement in blank : To bearer.
4. A bill is payable to order which is expressed to be so payable, or which is expressed to be payable to a particular person, and does not contain words prohibiting transfer or indicating an intention that it should not be transferable : To order.
- 10 5. Where a bill, either originally or by indorsement, is expressed to be payable to the order of a specified person, and not to him or his order, it is nevertheless payable to him or his order, at his option. Option of payee.
9. The sum payable by a bill is a sum certain within the meaning of this Act, although it is required to be paid— Sum payable.
- 15 (a.) With interest ;
- (b.) By stated instalments ;
- (c.) By stated instalments, with a provision that upon default in payment of any instalment the whole shall become due ;
- 20 (d.) According to an indicated rate of exchange, or according to a rate of exchange to be ascertained as directed by the bill :
2. Where the sum payable is expressed in words and also in figures, and there is a discrepancy between the two, the sum denoted by the words is the amount payable : Discrepancy between figures and words.
3. Where a bill is expressed to be payable with interest, unless the instrument otherwise provides, interest runs from the date of the bill, and if the bill is undated, from the issue thereof. Interest.
- 30 10. A bill is payable on demand,— Bill payable on demand.
- (a.) Which is expressed to be payable on demand, or at sight, or on presentation ; or
- (b.) In which no time for payment is expressed :
- 35 2. Where a bill is accepted or indorsed when it is overdue, it shall, as regards the acceptor who so accepts, or any indorser who so indorses it, be deemed a bill payable on demand. Acceptance, etc., when overdue.
11. A bill is payable at a determinable future time, within the meaning of this Act, which is expressed to be payable— Bill payable at a future time.
- 40 (a.) At a fixed period after date or sight :
- (b.) On or at a fixed period after the occurrence of a specified event which is certain to happen, though the time of happening may be uncertain :
- 45 2. An instrument expressed to be payable on a contingency is not a bill, and the happening of the event does not cure the defect. As to contingencies.
12. Where a bill expressed to be payable at a fixed period after date is issued undated, or where the acceptance of a bill payable at a fixed period after sight is undated, any holder may insert therein the true date of issue or acceptance, and the bill shall be payable accordingly ; Omission of date in bill payable after date.
- 50

As to wrong date. Provided that (a) where the holder in good faith and by mistake inserts a wrong date, and (b) in every case where a wrong date is inserted, if the bill subsequently comes into the hands of a holder in due course, the bill shall not be voided thereby, but shall operate and be payable as if the date so inserted had been the true date. 5

Date *prima facie* evidence. **13.** Where a bill or an acceptance, or any indorsement on a bill, is dated, the date shall, unless the contrary be proved, be deemed to be the true date of the drawing, acceptance, or indorsement, as the case may be : 10

Certain datings not to invalidate. 2. A bill is not invalid by reason only that it is antedated or post-dated, or that it bears date on a Sunday.

Computation of time of payment. Days of grace. **14.** Where a bill is not payable on demand, the day on which it falls due is determined as follows : (a.) Three days called days of grace, are, in every case 15 where the bill itself does not otherwise provide, added to the time of payment as fixed by the bill, and the bill is due and payable on the last day of grace : Provided that—

Non-juridical days. (1.) Whenever the last day of grace falls on a legal holiday or non-juridical day in the Province where any such bill is 20 payable, then the day next following, not being a legal holiday or non-juridical day in such Province, shall be the last day of grace ;

What shall be such. 2. In all matters relating to bills of exchange the following and no other shall be observed as legal holidays or non- 25 juridical days, that is to say ;

In all Provinces except Quebec. In all the Provinces of Canada, except the Province of Quebec—

Sundays ;
New Year's Day ; 30
Good Friday ;
Easter Monday ;
Christmas Day ;

The birthday (or the day fixed by proclamation for the celebration of the birthday) of the reigning Sovereign ; and if 35 such birthday is a Sunday, then the following day ;

The first day of July (Dominion Day), and if that day is a Sunday, then the second day of July as the same holiday ;

Any day appointed by proclamation for a public holiday, or for a general fast, or a general thanksgiving throughout 40 Canada ; and the day next following New Year's Day and Christmas Day, when those days respectively fall on Sunday ;

In Quebec. And in the Province of Quebec the said days, and also—

The Epiphany ;
The Annunciation ; 45
The Ascension ;
Corpus Christi ;
St. Peter and St. Paul's Day ;
All Saints' Day ;
Conception Day ; 50

In every Province. 3. And also, in any one of the Provinces of Canada, any day appointed by proclamation of the Lieutenant Governor of such Province for a public holiday, or for a fast or thanksgiving within the same, or being a non-juridical day by virtue of a statute of such province ; 55

(b.) Where a bill is payable at a fixed period after date, after sight, or after the happening of a specified event, the time of payment is determined by excluding the day from which the time is to begin to run and by including the day of

Days to be
computed
when time
begins to run.

5 payment :

(c.) Where a bill is payable at a fixed period after sight, the time begins to run from the date of the acceptance if the bill be accepted, and from the date of noting or protest if the bill be noted or protested for non-acceptance, or for non-delivery:

When time
begins to run.

10 4. The term "Month" in a bill means the calendar month: "Month."

5. Every bill which is made payable at a month or months after date becomes due on the same numbered day of the month in which it is made payable as the day on which it is dated—unless there is no such day in the month in which it is made payable, in which case it becomes due on the last day of that month—with the addition, in all cases, of the days of grace.

Reckoning of
time.

15. The drawer of a bill and any indorser may insert therein the name of a person to whom the holder may resort in case of need, that is to say, in case the bill is dishonored by non-acceptance or non-payment. Such person is called the referee in case of need. It is in the option of the holder to resort to the referee in case of need or not as he thinks fit.

Case of need.

16. The drawer of a bill, and any indorser, may insert therein an express stipulation,—

Optional
stipulations
by drawer or
indorser,

(a.) Negating or limiting his own liability to the holder.

(b.) Waiving, as regards himself, some or all of the holder's duties.

17. The acceptance of a bill is the signification by the drawee of his assent to the order of the drawer:

Definition of
acceptance.

2. An acceptance is invalid unless it complies with the following conditions, namely:—

Requisites of
acceptance.

(a.) It must be written on the bill and be signed by the drawee. The mere signature of the drawee without additional words is sufficient;

(b.) It must not express that the drawee will perform his promise by any other means than the payment of money;

(c.) Where in a bill the drawee is wrongly designated or his name is misspelt, he may accept the bill as therein described, adding, if he thinks fit, his proper signature.

18. A bill may be accepted,—

Time for ac-
ceptance.

(a.) Before it has been signed by the drawer, or while otherwise incomplete;

(b.) When it is overdue, or after it has been dishonored by a previous refusal to accept, or by non-payment:

2. When a bill payable after sight is dishonored by non-acceptance, and the drawee subsequently accepts it, the holder, in the absence of any different agreement, is entitled to have the bill accepted as of the date of first presentment to the drawee for acceptance.

Date, in case
of acceptance
after dis-
honor.

19. An acceptance is either (a) general, or (b) qualified: a general acceptance assents without qualification to the order

General and
qualified ac-
ceptances.

of the drawer; a qualified acceptance in express terms varies the effect of the bill as drawn :

Qualified acceptance.

2. In particular, an acceptance is qualified which is—

(a.) Conditional, that is to say, which makes payment by the acceptor dependent on the fulfilment of a condition therein stated ; 5

(b.) Partial, that is to say, an acceptance to pay part only of the amount for which the bill is drawn ;

(c.) Local, that is to say, an acceptance to pay at a particular specified place : 10

(d.) Qualified as to time ;

(e.) The acceptance of some one or more of the drawees, but not of all.

Inchoate instruments.

20. Where a simple signature on a blank paper is delivered by the signer in order that it may be converted into a bill, it operates as a *primâ facie* authority to fill it up as a complete bill for any amount, using the signature for that of the drawer, or the acceptor, or an indorser ; and, in like manner, when a bill is wanting in any material particular, the person in possession of it has a *primâ facie* authority to fill up the omission in 20 any way he thinks fit :

When to be filled up.

2. In order that any such instrument when completed may be enforceable against any person who became a party thereto prior to its completion, it must be filled up within a reasonable time, and strictly in accordance with the authority given ; 25 reasonable time for this purpose is a question of fact :

As to subsequent holder.

Provided that if any such instrument, after completion, is negotiated to a holder in due course, it shall be valid and effectual for all purposes in his hands, and he may enforce it as if it had been filled up within a reasonable time and strictly 30 in accordance with the authority given.

Contract not complete until delivery.

21. Every contract on a bill, whether it be the drawer's, the acceptor's or an indorser's, is incomplete and revocable, until delivery of the instrument in order to give effect thereto :

Exception.

Provided that where an acceptance is written on a bill, and 35 the drawee gives notice to or according to the directions of the person entitled to the bill that he has accepted it, the acceptance then becomes complete and irrevocable :

Requisites as to delivery.

2. As between immediate parties, and as regards a remote party, other than a holder in due course, the delivery— 40

(a.) In order to be effectual must be made either by or under the authority of the party drawing, accepting or indorsing, as the case may be ;

(b.) May be shown to have been conditional or for a special purpose only, and not for the purpose of transferring the property in the bill : 45

When valid delivery presumed.

But if the bill be in the hands of a holder in due course, a valid delivery of the bill by all parties prior to him, so as to make them liable to him, is conclusively presumed.

Primâ facie evidence.

3. Where a bill is no longer in the possession of a party who 55 has signed it as drawer, acceptor or indorser, a valid and unconditional delivery by him is presumed until the contrary is proved.

Capacity and Authority of Parties.

22. Capacity to incur liability as a party to a bill is co-extensive with capacity to contract : Capacity of parties.

Provided that nothing in this section shall enable a corporation to make itself liable as drawer, acceptor or indorser of a bill unless it is competent to do so to do under the law for the time being in force relating to corporations : As to corporations.

2. Where a bill is drawn or indorsed by an infant, minor, or corporation having no capacity or power to incur liability on a bill, the drawing or indorsement entitles the holder to receive payment of the bill, and to enforce it against any other party thereto. Drawing or indorsing by person not competent.

23. No person is liable as drawer, indorser, or acceptor of a bill who has not signed it as such : Provided that— Signature essential to liability.

(a.) Where a person signs a bill in a trade or assumed name, he is liable thereon as if he had signed it in his own name : Exceptions.

(b.) The signature of the name of a firm is equivalent to the signature by the person so signing of the names of all persons liable as partners in that firm.

24. Subject to the provisions of this Act, where a signature on a bill is forged or placed thereon without the authority of the person whose signature it purports to be, the forged or unauthorized signature is wholly inoperative, and no right to retain the bill or to give a discharge therefor or to enforce payment thereof against any party thereto can be acquired through or under that signature, unless the party against whom it is sought to retain or enforce payment of the bill is precluded from setting up the forgery or want of authority : Forged or unauthorized signature.

Provided that nothing in this section shall affect the ratification of an unauthorized signature not amounting to a forgery. Proviso.

25. A signature by procuration operates as notice that the agent has but a limited authority to sign, and the principal is only bound by such signature if the agent in so signing was acting within the actual limits of his authority. Procuration signatures.

26. Where a person signs a bill as drawer, indorser, or acceptor, and adds words to his signature, indicating that he signs for or on behalf of a principal, or in a representative character, he is not personally liable thereon ; but the mere addition to his signature of words describing him as an agent, or as filling a representative character, does not exempt him from personal liability : Person signing as agent or in representative capacity.

2. In determining whether a signature on a bill is that of the principal or that of the agent by whose hand it is written, the construction most favorable to the validity of the instrument shall be adopted. Rule for determination of signature.

The Consideration for a Bill.

27. Valuable consideration for a bill may be constituted by,— Valuable consideration.

tion, how constituted.	(a.) Any consideration sufficient to support a simple contract ;	
	(b.) An antecedent debt or liability : such a debt or liability is deemed valuable consideration whether the bill is payable on demand or at a future time ;	5
When holder is holder for value.	2. Where value has at any time been given for a bill, the holder is deemed to be a holder for value as regards the acceptor and all parties to the bill who became parties prior to such time :	
As to lien.	3. Where the holder of a bill has a lien on it, arising either from contract or by implication of law, he is deemed to be a holder for value to the extent of the sum for which he has a lien.	10
Accommodation party to a bill.	28. An accommodation party to a bill is a person who has signed a bill as drawer, acceptor, or endorser, without receiving value therefor, and for the purpose of lending his name to some other person :	15
His liability.	2. An accommodation party is liable on the bill to a holder for value ; and it is immaterial whether, when such holder took the bill, he knew such party to be an accommodation party or not.	20
Holder in due course.	29. A holder in due course is a holder who has taken a bill, complete and regular on the face of it, under the following conditions, namely :— (a.) That he became the holder of it before it was overdue and without notice that it had been previously dishonored, if such was the fact ; (b.) That he took the bill in good faith and for value, and that at the time the bill was negotiated to him he had no notice of any defect in the title of the person who negotiated it :	25
Title defective in cases specified.	2. In particular, the title of a person who negotiates a bill is defective within the meaning of this Act when he obtained the bill, or the acceptance thereof, by fraud, duress, or force and fear, or other unlawful means, or for an illegal consideration, or when he negotiates it in breach of faith, or under such circumstances as amount to a fraud :	30
Right of subsequent holder.	3. A holder (whether for value or not), who derives his title to a bill through a holder in due course, and who is not himself a party to any fraud or illegality affecting it, has all the rights of that holder in due course as regards the acceptor and all parties to the bill prior to that holder.	35
Presumption of value and good faith.	30. Every party whose signature appears on a bill is <i>prima facie</i> deemed to have become a party thereto for value :	
On whom burden of proof lies	2. Every holder of a bill is <i>prima facie</i> deemed to be a holder in due course ; but if in an action on a bill it is admitted or proved that the acceptance, issue or subsequent negotiation of the bill is affected with fraud, duress, or force and fear, or illegality, the burden of proof is shifted, unless and until the holder proves that, subsequent to the alleged fraud or illegality, value has in good faith been given for the bill.	45
Usurious consideration.	3. No bill, although given for a usurious consideration or upon a usurious contract, is void in the hands of a holder	50

unless such holder had at the time of its transfer to him actual knowledge that it was originally given for a usurious consideration, or upon a usurious contract.

Negotiation of Bills.

31. A bill is negotiated when it is transferred from one person to another in such a manner as to constitute the transferee the holder of the bill : Negotiation of bills.

2. A bill payable to bearer is negotiated by delivery : To bearer.

3. A bill payable to order is negotiated by the endorsement of the holder completed by delivery : To order.

10 4. Where the holder of a bill payable to his order transfers it for value without endorsing it, the transfer gives the transferee such title as the transferor had in the bill, and the transferee in addition acquires the right to have the indorsement of the transferor : Without indorsement.

15 5. Where any person is under obligation to indorse a bill in a representative capacity, he may indorse the bill in such terms as to negative personal liability. Personal liability may be avoided.

32. An indorsement in order to operate as a negotiation must comply with the following conditions, namely :— Requisites of a valid indorsement.

20 (a.) It must be written on the bill itself and be signed by the indorser. The simple signature of the indorser on the bill, without additional words, is sufficient ;

An indorsement written on an allonge, or on a "copy" of a bill issued or negotiated in a country where "copies" are recognised, is deemed to be written on the bill itself ;

25 (b.) It must be an indorsement of the entire bill. A partial indorsement, that is to say, an indorsement which purports to transfer to the indorsee a part only of the amount payable, or which purports to transfer the bill to two or more indorsees severally, does not operate as a negotiation of the bill ;

30 (c.) Where a bill is payable to the order of two or more payees or indorsees who are not partners, all must indorse, unless the one indorsing has authority to indorse for the others ;

35 2. Where, in a bill payable to order, the payee or indorsee is wrongly designated, or his name is misspelt, he may indorse the bill as therein described, adding, if he think fit, his proper signature : Misspelling.

40 3. Where there are two or more indorsements on a bill, each indorsement is deemed to have been made in the order in which it appears on the bill, until the contrary is proved. Order of indorsement.

4. An indorsement may be made in blank or special. It may also contain terms making it restrictive. Special indorsement.

33. Where a bill purports to be indorsed conditionally, the condition may be disregarded by the payer, and payment to the indorsee is valid whether the condition has been fulfilled or not. Conditional indorsement.

34. An indorsement in blank specifies no indorsee, and a bill so indorsed becomes payable to bearer : Indorsement in blank.

50 2. A special indorsement specifies the person to whom, or to whose order, the bill is to be payable : Special indorsement.

Application
of Act to in-
dorsee.

3. The provisions of this Act relating to a payee apply with the necessary modifications to an indorsee under a special indorsement :

Conversion of
blank indor-
sement.

4. When a bill has been indorsed in blank, any holder may convert the blank indorsement into a special indorsement by writing above the indorser's signature a direction to pay the bill to or to the order of himself or some other person. 5

Restrictive
indorsement.

35. An indorsement is restrictive which prohibits the further negotiation of the bill or which expresses that it is a mere authority to deal with the bill as thereby directed, and not a transfer of the ownership thereof, as, for example, if a bill be indorsed "Pay D. only," or "Pay D. for the account of X.," or "Pay D. or order for collection :"

Right of in-
dorsee there-
under.

2. A restrictive indorsement gives the indorsee the right to receive payment of the bill and to sue any party thereto that his indorser could have sued, but gives him no power to transfer his rights as indorsee unless it expressly authorise him to do so : 15

If further
transfer is
authorized.

3. Where a restrictive indorsement authorises further transfer, all subsequent indorsees take the bill with the same rights and subject to the same liabilities as the first indorsee under the restrictive indorsement. 20

Negotiation
of overdue
bill

36. Where a bill is negotiable in its origin, it continues to be negotiable until it has been (a) restrictively indorsed, or (b) discharged by payment or otherwise ;

2. Where an overdue bill is negotiated, it can only be negotiated subject to any defect of title affecting it at its maturity, and thenceforward no person who takes it can acquire or give a better title than that which the person from whom he took it had : 25

When bill
deemed over-
due.

3. A bill payable on demand is deemed to be overdue within the meaning and for the purposes of this section, when it appears on the face of it to have been in circulation for an unreasonable length of time : what is an unreasonable length of time for this purpose is a question of fact. 30

Presumption
as to negotia-
tion.

4. Except where an indorsement bears date after the maturity of the bill, every negotiation is *prima facie* deemed to have been effected before the bill was overdue : 35

Taking bill
subsequent to
dishonor.

5. Where a bill which is not overdue has been dishonored, any person who takes it with notice of the dishonor takes it subject to any defect of title attaching thereto at the time of dishonor, but nothing in this sub-section shall affect the rights of a holder in due course. 40

Negotiation
of bill to
party already
liable thereon.

37. Where a bill is negotiated back to the drawer, or to a prior indorser, or to the acceptor, such party may, subject to the provisions of this Act, re-issue and further negotiate the bill, but he is not entitled to enforce the payment of the bill against any intervening party to whom he was previously liable. 45

Rights of the
holder.

38. The rights and powers of the holder of a bill are as follows :— 50

(a.) He may sue on the bill in his own name ;

(b.) Where he is a holder in due course, he holds the bill free from any defect of title of prior parties, as well as from

mere personal defences available to prior parties among themselves, and may enforce payment against all parties liable on the bill;

(c.) Where his title is defective, (1) if he negotiates the bill to a holder in due course, that holder obtains a good and complete title to the bill, and (2) if he obtains payment of the bill the person who pays him in due course gets a valid discharge for the bill.

General Duties of the Holder.

39. Where a bill is payable after sight, presentment for acceptance is necessary in order to fix the maturity of the instrument: When presentment for acceptance is necessary.

2. Where a bill expressly stipulates that it shall be presented for acceptance, or where a bill is drawn payable elsewhere than at the residence or place of business of the drawee, it must be presented for acceptance before it can be presented for payment: Express stipulation as to presentment.

3. In no other case is presentment for acceptance necessary in order to render liable any party to the bill: No presentment in any other case.

4. Where the holder of a bill, drawn payable elsewhere than at the place of business or residence of the drawee, has not time, with the exercise of reasonable diligence, to present the bill for acceptance before presenting it for payment on the day that it falls due, the delay caused by presenting the bill for acceptance before presenting it for payment is excused, and does not discharge the drawer and indorsers. Necessary delay for presentment.

40. Subject to the provisions of this Act, when a bill payable after sight is negotiated, the holder must either present it for acceptance or negotiate it within a reasonable time: Time for presenting bill payable after sight.

2. If he do not do so, the drawer and all indorsers prior to that holder are discharged: If not presented.

3. In determining what is a reasonable time within the meaning of this section, regard shall be had to the nature of the bill, the usage of trade with respect to similar bills, and the facts of the particular case. As to reasonable time.

41. A bill is duly presented for acceptance which is presented in accordance with the following rules: Rules as to presentment for acceptance.

(a.) The presentment must be made by or on behalf of the holder to the drawee or to some person authorized to accept or refuse acceptance on his behalf, at a reasonable hour on a business day and before the bill is overdue;

(b.) Where a bill is addressed to two or more drawees, who are not partners, presentment must be made to them all, unless one has authority to accept for all, when presentment may be made to him only;

(c.) Where the drawee is dead, presentment may be made to his personal representative;

(d.) Where the drawee is bankrupt, presentment may be made to him or to his trustee;

(e.) Where authorized by agreement or usage, a presentment through the post office is sufficient;

2. Presentment in accordance with these rules is excused, and a bill may be treated as dishonored by non-acceptance,— Excuses for non-presentment.

- (a.) Where the drawee is dead or bankrupt, or is a fictitious person or a person not having capacity to contract by bill ;
 (b.) Where, after the exercise of reasonable diligence, such presentment cannot be effected ;
 (c.) Where, although the presentment has been irregular, acceptance has been refused on some other ground :
- When there is no excuse. 3. The fact that the holder has reason to believe that the bill, on presentment, will be dishonored does not excuse presentment.
- Non-acceptance. **42.** When a bill is duly presented for acceptance and is not accepted within the customary time, the person presenting it must treat it as dishonored by non-acceptance. If he do not, the holder shall lose his right of recourse against the drawer and indorsers. 10
- Dishonor by non-acceptance and its consequences. **43.** A bill is dishonored by non-acceptance,— 15
 (a.) When it is duly presented for acceptance, and such an acceptance as is prescribed by this Act is refused or cannot be obtained ; or
 (b.) When presentment for acceptance is excused and the bill is not accepted : 20
- Recourse in such case. 2. Subject to the provisions of this Act, when a bill is dishonored by non-acceptance an immediate right of recourse against the drawer and indorsers accrues to the holder, and no presentment for payment is necessary :
- As to qualified acceptances. **44.** The holder of a bill may refuse to take a qualified acceptance, and if he does not obtain an unqualified acceptance may treat the bill as dishonored by non-acceptance : 25
- If taken without authority. 2. Where a qualified acceptance is taken, and the drawer or an indorser has not expressly or impliedly authorized the holder to take a qualified acceptance, or does not subsequently assent thereto, such drawer or indorser is discharged from his liability on the bill : 30
- Partial acceptance. The provisions of this sub-section do not apply to a partial acceptance, whereof due notice has been given. Where a foreign bill has been accepted as to part, it must be protested as to the balance : 35
- What shall be deemed assent. 3. When the drawer or indorser of a bill receives notice of a qualified acceptance, and does not within a reasonable time express his dissent to the holder, he shall be deemed to have assented thereto. 40
- Presentment for payment. **45.** Subject to the provisions of this Act, a bill must be duly presented for payment. If it be not so presented, the drawer and indorsers shall be discharged :
- Rules as to presentment. 2. A bill is duly presented for payment which is presented in accordance with the following rules :— 45
 (a.) Where the bill is not payable on demand, presentment must be made on the day it falls due :
 (b.) Where the bill is payable on demand, then, subject to the provisions of this Act, presentment must be made within a reasonable time after its issue, in order to render the drawer liable, and within a reasonable time after its indorsement, in order to render the indorser liable : 50

In determining what is a reasonable time, regard shall be had to the nature of the bill, the usage of trade with regard to similar bills, and the facts of the particular case :

(c.) Presentment must be made by the holder or by some person authorized to receive payment on his behalf, at the proper place, as hereinafter defined, either to the person designated by the bill as payer or to his representative or some person authorized to pay or refuse payment on his behalf, if, with the exercise of reasonable diligence, such person can there be found :

(d.) A bill is presented at the proper place :—

(1.) Where a place of payment is specified in the bill and the bill is there presented ;

(2.) Where no place of payment is specified, but the address of the drawee or acceptor is given in the bill, and the bill is there presented ;

(3.) Where no place of payment is specified and no address given, and the bill is presented at the drawee's or acceptor's place of business if known, and if not, at his ordinary residence if known :

(4.) In any other case, if presented to the drawee or acceptor wherever he can be found, or if presented at his last known place of business or residence :

(e.) Where a bill is presented at the proper place, and, after the exercise of reasonable diligence, no person authorized to pay or refuse payment can be found there, no further presentment to the drawee or acceptor is required :

(f.) Where a bill is drawn upon, or accepted by two or more persons who are not partners, and no place of payment is specified, presentment must be made to them all :

(g.) Where the drawee or acceptor of a bill is dead, and no place of payment is specified, presentment must be made to a personal representative, if such there be, and with the exercise of reasonable diligence he can be found :

(h.) Where authorized by agreement or usage, a presentment through the post office is sufficient :

(i.) When the place of payment specified in the bill is any city, town or village, and the bill is presented at the post office, or principal post office in such city, town or village, such presentment as sufficient.

46. Delay in making presentment for payment is excused when the delay is caused by circumstances beyond the control of the holder, and not imputable to his default, misconduct or negligence. When the cause of delay ceases to operate, presentment must be made with reasonable diligence :

(2.) Presentment for payment is dispensed with,—

(a.) Where, after the exercise of reasonable diligence, presentment, as required by this Act, cannot be effected :

The fact that the holder has reason to believe that the bill will, on presentment, be dishonored, does not dispense with the necessity for presentment ;

(b.) Where the drawee is a fictitious person ;

(c.) As regards the drawer, where the drawee or acceptor is not bound, as between himself and the drawer, to accept or pay the bill, and the drawer has no reason to believe that the bill would be paid if presented ;

Excuse for delay in presentment for payment.

When such presentment is dispensed with.

(d.) As regards an indorser, where the bill was accepted or made for the accommodation of that indorser, and he has no reason to expect that the bill would be paid if presented ;

(e.) By waiver of presentment, express or implied.

Dishonor by non-payment.

47. A bill is dishonored by non-payment (a) when it is 5
duly presented for payment and payment is refused or cannot be obtained, or (b) when presentment is excused and the bill is overdue and unpaid :

Recourse in such case.

2. Subject to the provisions of this Act, when a bill is dishonored by non-payment, an immediate right of recourse 10
against the drawer and indorsers accrues to the holder.

Notice of dishonor and effect of non-notice.

48. Subject to the provisions of this Act, when a bill has been dishonored by non-acceptance or by non-payment, notice of dishonor must be given to the drawer and each indorser, and any drawer or indorser to whom such notice is not given 15
is discharged ; Provided that—

(a.) Where a bill is dishonored by non-acceptance, and notice of dishonor is not given, the rights of a holder in due course subsequent to the omission shall not be prejudiced by the omission : 20

(b.) Where a bill is dishonored by non-acceptance and due notice of dishonor is given, it shall not be necessary to give notice of a subsequent dishonor by non-payment unless the bill shall in the meantime have been accepted.

Rules as to notice of dishonor.

49. Notice of dishonor, in order to be valid and effectual, 25
must be given in accordance with the following rules :—

(a.) The notice must be given by or on behalf of the holder, or by or on behalf of an indorser who, at the time of giving it, is himself liable on the bill :

(b.) Notice of dishonor may be given by an agent either in 30
his own name, or in the name of any party entitled to give notice, whether that party be his principal or not :

(c.) Where the notice is given by or on behalf of the holder, it enures for the benefit of all subsequent holders and all prior indorsers who have a right of recourse against the party to 35
whom it is given :

(d.) Where notice is given by or on behalf of an indorser entitled to give notice as hereinbefore provided, it enures for the benefit of the holder and all indorsers subsequent to the party to whom notice is given : 40

(e.) The notice may be given in writing or by personal communication, and may be given in any terms which sufficiently identify the bill, and intimate that the bill has been dishonored by non-acceptance or non-payment :

(f.) The return of a dishonored bill to the drawer or an 45
indorser is, in point of form, deemed a sufficient notice of dishonor :

(g.) A written notice need not be signed, and an insufficient written notice may be supplemented and validated by verbal communication. A misdescription of the bill shall not vitiate 50
the notice, unless the party to whom the notice is given is in fact misled thereby :

(h.) Where notice of dishonor is required to be given to any person, it may be given either to the party himself, or to his agent in that behalf : 55

(i.) Where the drawer or indorser is dead, and the party giving notice knows it, the notice must be given to a personal representative, if such there be and, with the exercise of reasonable diligence, he can be found:

5 (j.) Where the drawer or indorser is bankrupt, notice may be given either to the party himself or to the trustee:

(k.) Where there are two or more drawers or indorsers who are not partners, notice must be given to each of them, unless one of them has authority to receive such notice for
10 the others:

(l.) The notice may be given as soon as the bill is dishonored, and must be given on the next following juridical or business day:

2. Where a bill, when dishonored, is in the hands of an
15 agent, he may either himself give notice to the parties liable on the bill, or he may give notice to his principal. If he gives notice to his principal, he must do so within the same time as if he were the holder, and the principal, upon receipt of such notice, has himself the same time for giving notice as
20 if the agent had been an independent holder:

If dishonored bill is in hands of an agent.

3. Where a party to a bill receives due notice of dishonor, he has, after the receipt of such notice, the same period of time for giving notice to antecedent parties that the holder has after the dishonor:

Notice to antecedent parties.

25 4 Notice of the protest or dishonor of any bill payable in Canada shall, notwithstanding anything in this section contained, be sufficiently given if it is addressed in due time to any party to such bill entitled to such notice, at the place at which such bill is dated, unless any such party has, under his
30 signature, designated another place; and in such latter case such notice shall be sufficiently given him in due time at such other place; and such notice so addressed shall be sufficient, although the place of residence of such party is other than either of such above-mentioned places; and such notice shall
35 be deemed to have been duly served and given for all purposes if it is deposited in the post office at any time during the day on which such protest or presentment has been made, or on the next following juridical or business day:

When notice shall be given.

5. Where a notice of dishonor is duly addressed and
40 posted, the sender is deemed to have given due notice of dishonor, notwithstanding any miscarriage by the post office.

Miscarriage in post service.

50. Delay in giving notice of dishonor is excused where the delay is caused by circumstances beyond the control of the party giving notice, and not imputable to his default, misconduct, or negligence: when the cause of delay ceases to operate
45 the notice must be given with reasonable diligence:

Excuses for non-notice and delay.

2. Notice of dishonor is dispensed with—

(a.) When, after the exercise of reasonable diligence, notice as required by this Act cannot be given to or does not reach
50 the drawer or indorser sought to be charged;

When notice is dispensed with.

(b.) By waiver express or implied: notice of dishonor may be waived before the time of giving notice has arrived, or after the omission to give due notice;

(c.) As regards the drawer in the following cases, namely,
55 (1) where drawer and drawee are the same person, (2)

where the drawee is a fictitious person or a person not having capacity to contract, (3) where the drawer is the person to whom the bill is presented for payment, (4) where the drawee or acceptor is, as between himself and the drawer, under no obligation to accept or pay the bill, (5) where the drawer has countermanded payment ;

(d.) As regards the indorser in the following cases, namely, (1) where the drawee is a fictitious person or a person not having capacity to contract and the indorser was aware of the fact at the time he indorsed the bill, (2) where the indorser is the person to whom the bill is presented for payment, (3) where the bill was accepted or made for his accommodation.

Noting or protest of bill.

51. Where an inland bill has been dishonored it may, if the holder think fit, be noted and protested for non-acceptance or non-payment, as the case may be ; but it shall not, except in the Province of Quebec, be necessary to note or protest any such bill in order to preserve the recourse against the drawer or indorser ; but in the case of a bill drawn upon any person in the Province of Quebec, or payable or accepted at any place therein, in default of protest for non-payment and of notice thereof the parties liable on the bill other than the acceptor are discharged, subject, nevertheless, to the exceptions in this section hereinafter contained :

Protest of foreign bill.

2. Where a foreign bill, appearing on the face of it to be such, has been dishonored by non-acceptance, it must be duly protested for non-acceptance, and where such a bill, which has not been previously dishonored by non-acceptance, is dishonored by non-payment, it must be duly protested for non-payment. If it be not so protested, the drawer and indorsers are discharged. Where a bill does not appear on the face of it to be a foreign bill, protest thereof in case of dishonor, except as in this section provided, is unnecessary :

Subsequent protest.

3. A bill which has been protested for non-acceptance may be subsequently protested for non-payment :

Time for noting.

4. Subject to the provisions of this Act, when a bill is protested the protest must be made or noted on the day of its dishonor. When a bill has been duly noted the protest may be subsequently extended as of the date of the noting :

If acceptor is insolvent.

5. Where the acceptor of a bill becomes bankrupt or suspends payment before it matures, the holder may cause the bill to be protested for better security against the drawer and indorsers :

Where bill must be protested.

6. 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 : Provided that—

(a.) When a bill is presented through the post office, and returned by post dishonored, it may be protested at the place to which it is returned, and on the day of its return, if received during business hours, and if not received during business hours, then not later than the next business day :

(b.) When a bill drawn, payable at the place of business or residence of some person other than the drawee, has been dishonored by non-acceptance, it must be protested for non-payment at the place where it is expressed to be payable, and no

further presentment for payment to, or demand on, the drawee is necessary.

(c.) Every protest for dishonor, either for non-acceptance or non-payment, may be made on the day of such dishonor at any time after non-acceptance, or in case of non-payment, at any time after one o'clock in the afternoon :

7. A protest must contain a copy of the bill, or the original bill may be annexed thereto, and the protest must be signed by the notary making it, and must specify—^{What protest shall set forth.}

10 (a.) The person at whose request the bill is protested ;

(b.) The place and date of protest, the cause or reason for protesting the bill, the demand made, and the answer given, if any, or the fact that the drawee or acceptor could not be found :

15 8. Where a bill is lost or destroyed, or is wrongly detained from the person entitled to hold it, or is accidentally retained in a place other than where payable, protest may be made on a copy or written particulars thereof: ^{If bill is lost, &c.}

9. Protest is dispensed with by any circumstances which would dispense with notice of dishonor. Delay in noting or protesting is excused when the delay is caused by circumstances beyond the control of the holder, and not imputable to his default, misconduct or negligence. When the cause of delay ceases to operate, the bill must be noted or protested with reasonable diligence. ^{Excuses for non-protest and delay.}

10. The production of the protest of the presentment and dishonor of a bill shall be received in all courts as evidence of the fact of presentment and dishonor stated in such protest, and also as evidence of the due service of any notice of dishonor referred to therein. ^{Evidence of presentment and dishonor.}

52. When a bill is accepted generally, presentment for payment is not necessary in order to render the acceptor liable : ^{Liability of acceptor as to presentment.}

2. When, by the terms of a qualified acceptance, presentment for payment is required, the acceptor, in the absence of an express stipulation to that effect, is not discharged by the omission to present the bill for payment on the day that it matures : ^{As to presentment.}

3. In order to render the acceptor of a bill liable, it is not necessary to protest it, or that notice of dishonor should be given to him : ^{No protest or notice necessary.}

4. Where the holder of a bill presents it for payment, he shall exhibit the bill to the person from whom he demands payment, and when a bill is paid the holder shall forthwith deliver it up to the party paying it. ^{Presentment for payment.}

Liabilities of Parties.

53. A bill, of itself, does not operate as an assignment of funds in the hands of the drawee available for the payment thereof, and the drawee of a bill who does not accept as required by this Act is not liable on the instrument. ^{Funds in hands of drawer.}

50 54. The acceptor of a bill, by accepting it—^{Liability of acceptor.}
(a.) Engages that he will pay it according to the tenor of his acceptance :

- (b.) Is precluded from denying to a holder in due course,
 (1.) The existence of the drawer, the genuineness of his signature, and his capacity and authority to draw the bill;
 (2.) In the case of a bill payable to drawer's order, the then capacity of the drawer to indorse, but not the genuineness or validity of his indorsement;
 (3.) In the case of a bill payable to the order of a third person, the existence of the payee and his then capacity to indorse, but not the genuineness or validity of his indorsement.

Liability of drawer.

55. The drawer of a bill, by drawing it— 10

(a.) Engages that on due presentment it shall be accepted and paid according to its tenor, and that if it be dishonored he will compensate the holder or any indorser who is compelled to pay it, provided that the requisite proceedings on dishonor be duly taken; 15

(b.) Is precluded from denying to a holder in due course the existence of the payee and his then capacity to indorse.

Liability of indorser.

2. The indorser of a bill, by indorsing it—

(a.) Engages that on due presentment it shall be accepted and paid according to its tenor, and that if it be dishonored he will compensate the holder or a subsequent indorser who is compelled to pay it, provided that the requisite proceedings on dishonor be duly taken; 20

(b.) Is precluded from denying to a holder in due course the genuineness and regularity in all respects of the drawer's signature and all previous indorsements; 25

(c.) Is precluded from denying to his immediate or a subsequent indorsee that the bill was, at the time of his indorsement, a valid and subsisting bill, and that he had then a good title thereto. 30

Stranger signing bill, liable as indorser.

56. Where a person signs a bill otherwise than as a drawer or acceptor, he thereby incurs the liabilities of an indorser to a holder in due course.

Measure of damages against parties to dishonored bill.

57. Where a bill is dishonored, the measure of damages, which shall be deemed to be liquidated damages, shall be as follows: 35

(a.) The holder may recover from any party liable on the bill, and the drawer who has been compelled to pay the bill may recover from the acceptor, and an indorser who has been compelled to pay the bill may recover from the acceptor or from the drawer, or from a prior indorser— 40

(1.) The amount of the bill;

(2.) Interest thereon from the time of presentment for payment, if the bill is payable on demand, and from the maturity of the bill in any other case; 45

(3.) The expenses of noting and protest;

(b.) In the case of a bill which has been dishonored abroad, in addition to the above damages, the holder may recover from the drawer or any indorser, and the drawer or an indorser who has been compelled to pay the bill may recover from any party liable to him, the amount of the re-exchange with interest thereon until the time of payment: 50

58. Where the holder of a bill payable to bearer negotiates it by delivery without indorsing it, he is called a "transferor by delivery."

2. A transferor by delivery is not liable on the instrument: Liability.

5 3. A transferor by delivery who negotiates a bill thereby warrants to his immediate transferee, being a holder for value, that the bill is what it purports to be, that he has a right to transfer it, and that at the time of transfer he is not aware of any fact which renders it valueless. Warranty.

Discharge of Bill.

10 **59.** A bill is discharged by payment in due course by or on behalf of the drawee or acceptor: Discharge by payment.

"Payment in due course" means payment made at or after the maturity of the bill to the holder thereof in good faith and without notice that his title to the bill is defective: Payment in due course.

15 2. Subject to the provisions hereinafter contained, when a bill is paid by the drawer or an indorser, it is not discharged; but Payment by drawer or indorser; its effect.

(a.) Where a bill payable to, or to the order of, a third party is paid by the drawer, the drawer may enforce payment thereof against the acceptor, but may not re-issue the bill:

20 (b.) Where a bill is paid by an indorser, or where a bill payable to drawer's order is paid by the drawer, the party paying it is remitted to his former rights as regards the acceptor or antecedent parties, and he may, if he thinks fit, strike out his own and subsequent indorsements, and again negotiate the bill:

25 3. Where an accommodation bill is paid in due course by the party accommodated, the bill is discharged. Accommodation bill.

30 **60.** When a bill payable to order on demand is drawn on a bank, and the bank on which it is drawn pays the bill in good faith and in the ordinary course of business, it is not incumbent on the bank to show that the indorsement of the payee or any subsequent indorsement was made by or under the authority of the person whose indorsement it purports to be, and the bank is deemed to have paid the bill in due course, although such indorsement has been forged or made without authority. Banker paying demand draft whereon indorsement is forged.

40 **61.** When the acceptor of a bill is or becomes the holder of it at or after its maturity, in his own right, the bill is discharged. Acceptor the holder at maturity.

62. When the holder of a bill at or after its maturity absolutely and unconditionally renounces his rights against the acceptor, the bill is discharged: the renunciation must be in writing, unless the bill is delivered up to the acceptor: Express waiver.

45 (2.) The liabilities of any party to a bill may in like manner be renounced by the holder before, at or after its maturity; but nothing in this section shall affect the rights of a holder in due course without notice of renunciation. The same.

63. Where a bill is intentionally cancelled by the holder or his agent, and the cancellation is apparent thereon, the bill is discharged: Cancellation of bill.

Of any signature.	2. In like manner, any party liable on a bill may be discharged by the intentional cancellation of his signature by the holder or his agent. In such case, any indorser who would have had a right of recourse against the party whose signature is cancelled is also discharged :	5
Erroneous cancellation.	3. A cancellation made unintentionally, or under a mistake, or without the authority of the holder, is inoperative ; but where a bill or any signature thereon appears to have been cancelled, the burden of proof lies on the party who alleges that the cancellation was made unintentionally, or under a mistake, or without authority.	10
Alteration of bill.	64. Where a bill or acceptance is materially altered without the assent of all parties liable on the bill, the bill is voided, except as against a party who has himself made, authorized, or assented to the alteration, and subsequent indorsers :	15
Proviso.	Provided, that where a bill has been materially altered, but the alteration is not apparent, and the bill is in the hands of a holder in due course, such holder may avail himself of the bill as if it had not been altered, and may enforce payment of it according to its original tenor :	20
What are material alterations.	2. In particular, the following alterations are material, namely, any alteration of the date, the sum payable, the time of payment, the place of payment, and where a bill has been accepted generally, the addition of a place of payment without the acceptor's assent.	25
<i>Acceptance and Payment for Honor.</i>		
Acceptance for honor <i>suprà</i> protest.	65. Where a bill of exchange has been protested for dishonor by non-acceptance, or protested for better security, and is not overdue, any person, not being a party already liable thereon, may, with the consent of the holder, intervene and accept the bill <i>suprà</i> protest, for the honor of any party liable thereon, or for the honor of the person for whose account the bill is drawn :	30
In part.	2. A bill may be accepted for honor for part only of the sum for which it is drawn :	
Requirements for validity.	3. An acceptance for honor <i>suprà</i> protest, in order to be valid, must— (a.) Be written on the bill, and indicate that it is an acceptance for honor ; (b.) Be signed by the acceptor for honor :	35
For whose honor.	4. Where an acceptance for honor does not expressly state for whose honor it is made, it is deemed to be an acceptance for the honor of the drawer :	40
Computation of time.	5. Where a bill payable after sight is accepted for honor, its maturity is calculated from the date of protesting for non-acceptance, and not from the date of the acceptance for honor.	45
Liability of acceptor for honor.	66. The acceptor for honor of a bill by accepting it engages that he will, on due presentment, pay the bill according to the tenor of his acceptance, if it is not paid by the drawee, provided it has been duly presented for payment and protested for non-payment, and that he receives notice of these facts :	50
To what parties.	2. The acceptor for honor is liable to the holder and to all parties to the bill subsequent to the party for whose honor he has accepted.	

- 67.** Where a dishonored bill has been accepted for honor *suprà* protest, or contains a reference in case of need, it must be protested for non-payment before it is presented for payment to the acceptor for honor, or referee in case of need : Presentment to acceptor for honor.
- 5 2. Where the address of the acceptor for honor is in the same place where the bill is protested for non-payment, the bill must be presented to him not later than the day following its maturity ; and where the address of the acceptor for honor is in some place other than the place where it was protested Time for presentment.
- 10 for non-payment, the bill must be forwarded not later than the day following its maturity for presentment to him :
3. Delay in presentment or non-presentment is excused by any circumstance which would excuse delay in presentment for payment or non-presentment for payment : Excuses for non-presentment or delay.
- 15 4. When a bill of exchange is dishonored by the acceptor for honor, it must be protested for non-payment by him. Protest for non-payment.
- 68.** Where a bill has been protested for non-payment, any person may intervene and pay it *suprà* protest for the honor of any party liable thereon, or for the honor of the person for Payment for honor *suprà* protest.
- 20 whose account the bill is drawn :
2. Where two or more persons offer to pay a bill for the honor of different parties, the person whose payment will discharge most parties to the bill shall have the preference : If more than one offer to pay.
3. Payment for honor *suprà* protest, in order to operate as Attestation.
- 25 such and not as a mere voluntary payment, must be attested by a notarial act of honor which may be appended to the protest or form an extension of it :
4. The notarial act of honor must be founded on a declaration made by the payer for honor, or his agent in that behalf, Basis thereof.
- 30 declaring his intention to pay the bill for honor, and for whose honor he pays :
5. Where a bill has been paid for honor, all parties subsequent to the party for whose honor it is paid are discharged, but the payer for honor is subrogated for and succeeds to both Liabilities and rights in such case.
- 35 the rights and duties of the holder as regards the party for whose honor he pays, and all parties liable to that party :
6. The payer for honor, on paying to the holder the amount of the bill and the notarial expenses incidental to its dishonor, is entitled to receive both the bill itself and the protest. If Delivery to payer for honor.
- 40 the holder do not on demand deliver them up, he shall be liable to the payer for honor in damages :
7. Where the holder of a bill refuses to receive payment *suprà* protest, he shall lose his right of recourse against any party who would have been discharged by such payment. Effect of refusal to receive payment.

Lost Instruments.

- 45 **69.** Where a bill has been lost before it is overdue, the person who was holder of it may apply to the drawer to give him another bill of the same tenor, giving security to the drawer, if required, to indemnify him against all persons whatever in case the bill alleged to have been lost shall be Holder's right to duplicate of lost bill.
- 50 found again :
2. If the drawer, on request as aforesaid, refuses to give such duplicate bill, he may be compelled to do so. If refused.

Action on lost bill.

70. In any action or proceeding upon a bill, the court or a judge may order that the loss of the instrument shall not be set up, provided an indemnity be given to the satisfaction of the court or judge against the claims of any other person upon the instrument in question.

5.

Bill in a Set.

As to bills in sets.

71. Where a bill is drawn in a set, each part of the set being numbered, and containing a reference to the other parts, the whole of the parts constitute one bill :

If indorsed to different persons.

2. Where the holder of a set indorses two or more parts to different persons, he is liable on every such part, and every indorser subsequent to him is liable on the part he has himself indorsed as if the said parts were separate bills :

If negotiated to different holders.

3. Where two or more parts of a set are negotiated to different holders in due course, the holder whose title first accrues is, as between such holders, deemed the true owner of the bill ; but nothing in this sub-section shall affect the rights of a person who in due course accepts or pays the part first presented to him :

Acceptance.

4. The acceptance may be written on any part, and it must be written on one part only :

20

If more than one part is accepted.

5. If the drawee accepts more than one part, and such accepted parts get into the hands of different holders in due course, he is liable on every such part as if it were a separate bill :

Payment without delivery of proper part.

6. When the acceptor of a bill drawn in a set pays it without requiring the part bearing his acceptance to be delivered up to him, and that part at maturity is outstanding in the hands of a holder in due course, he is liable to the holder thereof :

25

Discharge.

7. Subject to the preceding rules, where any one part of a bill drawn in a set is discharged by payment or otherwise, the whole bill is discharged.

30

Conflict of Laws.

Rules where laws conflict.

72. Where a bill drawn in one country is negotiated, accepted or payable in another, the rights, duties and liabilities of the parties thereto are determined as follows :

35

Validity, how determined.

(a.) The validity of a bill as regards requisites in form is determined by the law of the place of issue, and the validity as regards requisites in form of the supervening contracts, such as acceptance, or indorsement, or acceptance *suprà* protest, is determined by the law of the place where such contract was made :

40

Proviso.

Provided that—

(1.) Where a bill is issued out of Canada, it is not invalid by reason only that it is not stamped in accordance with the law of the place of issue :

45

(2.) Where a bill, issued out of Canada, conforms, as regards requisites in form, to the law of Canada, it may, for the purpose of enforcing payment thereof, be treated as valid as between all persons who negotiate, hold or become parties to it in Canada :

50

Drawing indorsement, &c.

(b.) Subject to the provisions of this Act, the interpretation of the drawing, indorsement, acceptance or acceptance *suprà*

protest of a bill, is determined by the law of the place where such contract is made:

Provided, that where an inland bill is indorsed in a foreign country, the indorsement shall, as regards the payer, be interpreted according to the law of Canada:

(c.) The duties of the holder with respect to presentment for acceptance or payment and the necessity for or sufficiency of a protest or notice of dishonor, or otherwise, are determined by the law of the place where the act is done or the bill is dishonored.

(d.) Where a bill is drawn out of but payable in Canada, and the sum payable is not expressed in the currency of Canada, the amount shall, in the absence of some express stipulation, be calculated according to the rate of exchange for sight drafts at the place of payment on the day the bill is payable:

(e.) Where a bill is drawn in one country and is payable in another, the due date thereof is determined according to the law of the place where it is payable.

PART III.

CHEQUES ON A BANK.

73. A cheque is a bill of exchange drawn on a bank payable on demand:

2. Except as otherwise provided in this part, the provisions of this Act applicable to a bill of exchange payable on demand apply to a cheque.

74. Subject to the provisions of this Act—

(a.) Where a cheque is not presented for payment within a reasonable time of its issue, and the drawer or the person on whose account it is drawn had the right at the time of such presentment as between him and the bank to have the cheque paid, and suffers actual damage through the delay, he is discharged to the extent of such damage, that is to say, to the extent to which such drawer or person is a creditor of such bank to a larger amount than he would have been had such cheque been paid:

(b.) In determining what is a reasonable time, regard shall be had to the nature of the instrument, the usage of trade and of banks, and the facts of the particular case:

(c.) The holder of such cheque, as to which such drawer or person is discharged, shall be a creditor, in lieu of such drawer or person, of such bank to the extent of such discharge, and entitled to recover the amount from him.

75. The duty and authority of a bank to pay a cheque drawn on it by its customer are terminated by—

(a.) Countermand of payment:

(b.) Notice of the customer's death.

Crossed Cheques.

76. Where a cheque bears across its face an addition of—

(a.) The word "Bank" between two parallel transverse lines, either with or without the words "not negotiable;" or

(b.) Two parallel transverse lines simply, either with or without the words "not negotiable;"

That addition constitutes a crossing, and the cheque is crossed generally :

Special crossing.

2. Where a cheque bears across its face an addition of the name of a bank, either with or without the words "not negotiable," that addition constitutes a crossing, and the cheque is crossed specially and to that bank. 5

Crossing by drawer or after issue. General or special.

77. A cheque may be crossed generally or specially by the drawer : 10

2 Where a cheque is uncrossed, the holder may cross it generally or specially :

May be varied.

3. Where a cheque is crossed generally, the holder may cross it specially :

Words may be added.

4. Where a cheque is crossed generally or specially the holder may add the words "not negotiable : " 15

Re-crossing for collection.

5. Where a cheque is crossed specially the bank to which it is crossed may again cross it specially to another bank for collection :

Crossing by bank.

6. Where an uncrossed cheque, or a cheque crossed generally, is sent to a bank for collection, it may cross it specially to itself. 20

Uncrossing crossed cheque

7. A crossed cheque may be reopened or uncrossed by the drawer writing between the transverse lines and initialling the same with the words "pay cash." 25

Crossing is a material part of cheque.

78. A crossing authorized by this Act is a material part of the cheque ; it shall not be lawful for any person to obliterate or, except as authorized by this Act, to add to or alter the crossing.

Duties of bank as to crossed cheques.

79. Where a cheque is crossed specially to more than one bank, except when crossed to another bank as agent for collection, the bank on which it is drawn shall refuse payment thereof : 30

Liability for improper payment.

2. Where the bank on which a cheque so crossed is drawn, nevertheless pays the same, or pays a cheque crossed generally otherwise than to a bank, or, if crossed specially, otherwise than to the bank to which it is crossed, or to the bank acting as its agent for collection, it is liable to the true owner of the cheque for any loss he may sustain owing to the cheque having been so paid : 35 40

When liability does not accrue.

Provided, that where a cheque is presented for payment which does not at the time of presentment appear to be crossed, or to have had a crossing which has been obliterated, or to have been added to or altered otherwise than as authorized by this Act, the bank paying the cheque in good faith and without negligence shall not be responsible or incur any liability, nor shall the payment be questioned by reason of the cheque having been crossed, or of the crossing having been obliterated or having been added to or altered otherwise than as authorized by this Act, and of payment having been made otherwise than to a bank or to the bank to which the cheque is or was crossed, or to the bank acting as its agent for collection, as the case may be. 45 50

80. Where the bank, on which a crossed cheque is drawn, in good faith and without negligence pays it, if crossed generally, to a bank, or, if crossed specially, to the bank to which it is crossed, or to a bank acting as its agent for collection, the bank
 5 paying the cheque, and if the cheque has come into the hands of the payee, the drawer, shall respectively be entitled to the same rights and be placed in the same position as if payment of the cheque had been made to the true owner thereof.

Protection of bank and drawer where cheque is crossed.

81. Where a person takes a crossed cheque which bears on
 10 it the words "not negotiable," he shall not have and shall not be capable of giving a better title to the cheque than that which the person from whom he took it had.

Effect of crossing on holder.

82. Where a bank, in good faith and without negligence, receives for a customer payment of a cheque crossed generally
 15 or specially to itself, and the customer has no title, or a defective title thereto, the bank shall not incur any liability to the true owner of the cheque by reason only of having received such payment.

Protection to collecting bank.

PART IV.

PROMISSORY NOTES.

83. A promissory note is an unconditional promise in
 20 writing made by one person to another, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money, to, or to the order of, a specified person, or to bearer :

Promissory note defined.

2. An instrument in the form of a note payable to maker's
 25 order is not a note within the meaning of this section, unless and until it is indorsed by the maker :

Indorsement by maker.

3. A note is not invalid by reason only that it contains also
 a pledge of collateral security with authority to sell or dispose thereof :

Collateral pledge does not invalidate.

30 4. A note which is, or on the face of it purports to be, both made and payable within Canada, is an inland note : any other note is a foreign note :

Inland and foreign.

84. A promissory note is inchoate and incomplete until
 delivery thereof to the payee or bearer.

Delivery necessary.

35 **85.** A promissory note may be made by two or more makers, and they may be liable thereon jointly, or jointly and severally according to its tenor :

Joint and several notes.

2. Where a note runs "I promise to pay," and is signed by
 40 two or more persons, it is deemed to be their joint and several note.

As to number.

86. Where a note payable on demand has been indorsed, it
 must be presented for payment within a reasonable time of the indorsement : if it be not so presented, the indorser is discharged ; if however, within the assent of the indorser it has
 45 been delivered as a collateral or continuing security it need not be presented for payment so long as it is held as such security.

Note payable on demand.

Reasonable time.	2. In determining what is a reasonable time, regard shall be had to the nature of the instrument, the usage of trade, and the facts of the particular case :	
Defects without notice.	3. Where a note payable on demand is negotiated, it is not deemed to be overdue, for the purpose of affecting the holder with defects of title of which he had no notice, by reason that it appears that a reasonable time for presenting it for payment has elapsed since its issue.	5
Presentment of note for payment.	87. Where a promissory note is in the body of it made payable at a particular place, it must be presented for payment at that place in order to render the maker liable : in any other case, presentment for payment is not necessary in order to render the maker liable :	10
Liability.	2. Presentment for payment is necessary in order to render the indorser of a note liable :	15
Place for presentment.	3. Where a note is in the body of it made payable at a particular place, presentment at that place is necessary in order to render an indorser liable ; but when a place of payment is indicated by way of memorandum only, presentment at that place is sufficient to render the indorser liable, but a presentment to the maker elsewhere, if sufficient in other respects, shall also suffice.	20
Liability of maker.	88. The maker of a promissory note, by making it— (a.) Engages that he will pay it according to its tenor ; (b.) Is precluded from denying to a holder in due course the existence of the payee and his then capacity to indorse.	25
Application of part II to notes.	89. Subject to the provisions in this part, and except as by this section provided, the provisions of this Act relating to bills of exchange apply, with the necessary modifications, to promissory notes :	30
Corresponding terms.	2. In applying those provisions the maker of a note shall be deemed to correspond with the acceptor of a bill, and the first indorser of a note shall be deemed to correspond with the drawer of an accepted bill payable to drawer's order :	
What provisions do not apply.	3. The following provisions as to bills do not apply to notes, namely, provisions relating to— (a.) Presentment for acceptance ; (b.) Acceptance ; (c.) Acceptance <i>supra</i> protest ; (d.) Bills in a set :	35 40
As to foreign note.	4. Where a foreign note is dishonored, protest thereof, except in the Province of Quebec, is unnecessary.	

PART V.

SUPPLEMENTARY.

Good faith.	90. A thing is deemed to be done in good faith, within the meaning of this Act, where it is in fact done honestly, whether it is done negligently or not.	45
Signature.	91. Where, by this Act, any instrument or writing is required to be signed by any person, it is not necessary that he should sign it with his own hand, but it is sufficient if his	

signature is written thereon by some other person by or under his authority :

2. In the case of a corporation, where, by this Act, any instrument or writing is required to be signed, it is sufficient As to corporations.
 5 if the instrument or writing be sealed with the corporate seal : but nothing in this section shall be construed as requiring the bill or note of a corporation to be under seal.

92. Where, by this Act, the time limited for doing any act or thing is less than three days, in reckoning time, non- Computation of time.
 10 business days are excluded : "non-business days," for the purposes of this Act, mean the days mentioned in the *fourteenth* section of this Act : any other day is a business day.

93. For the purposes of this Act, where a bill is required to be protested within a specified time or before some further proceeding is taken, it is sufficient that the bill has been When noting is equivalent to protest.
 15 noted for protest before the expiration of the specified time or the taking of the proceeding ; and the formal protest may be extended at any time thereafter as of the date of the noting.

94. Where a dishonored bill is authorized or required to be protested, and the services of a notary cannot be obtained Protest when notary is not accessible.
 20 at the place where the bill is dishonored, any justice of the peace resident of the place may present and protest such bill and give all necessary notices, having all the necessary powers of a notary in respect thereto :

2. The expense of noting and protesting any bill or note Expenses.
 and the postages thereby incurred shall be allowed and paid to the holder in addition to any interest thereon :

3. The several fees and charges mentioned in schedule one to this Act, together with necessary postage, may be claimed Fees chargeable.
 30 from the holder of a bill by the notary or justice performing such duties :

4. The forms in schedule two to this Act may be used in Forms.
 noting or protesting any bill or note and in giving notice thereof. A copy of the bill or note and endorsement may be
 35 included in the forms, or the original bill or note may be annexed and the necessary changes in that behalf made in the forms :

5. A protest of any bill or note, and any copy thereof as copied by the notary or justice of the peace, shall, in any action Evidence of presentation, dishonor and notice.
 40 on such bill or note be *prima facie* evidence of presentation and dishonor, and also of service of notice of such presentation and dishonor as stated in such protest.

95. The provisions of this Act as to crossed cheques shall Dividend warrants may be crossed.
 apply to a warrant for payment of dividend.

96. The enactments mentioned in schedule three to this Repeal.
 45 Act are hereby repealed, as from the commencement of this Act, to the extent in that schedule mentioned :

Provided that such repeal shall not affect anything done or Proviso.
 suffered, or any right, title or interest acquired or accrued
 50 before the commencement of this Act, or any legal proceeding or remedy in respect of any such thing, right, title or interest.

- "The Bank Act," not affected.

Imperial Acts 15 Geo. III, c. , and 17 Geo. III, c. 30, not to apply.

Rules of Common Law of England.

Construction with other Acts, &c.

Commence-ment of Act.

2. Nothing in this Act or in any repeal effected thereby shall affect the provisions of "The Bank Act":

3. The Act of the Parliament of Great Britain passed in the fifteenth year of the reign of His late Majesty George III, intituled "An Act to restrain the negotiation of Promissory Notes and Inland Bills of Exchange under a limited sum within that part of Great Britain called England," and the Act of the said Parliament passed in the seventeenth year of His said Majesty's reign, intituled "An Act for further restraining the negotiation of Promissory Notes and Inland Bills of Exchange under a limited sum within that part of Great Britain called England," shall not extend to or be in force in any Province of Canada, nor shall the said Acts make void any bills, notes, drafts or orders which have been or may be made or uttered therein.

97. The rules of the common law of England, including the law merchant, save in so far as they are inconsistent with the express provisions of this Act, shall continue to apply to bills of exchange, promissory notes and cheques.

98. Where any Act or document refers to any enactment repealed by this Act, the Act or document shall be construed and shall operate as if it referred to the corresponding provisions of this Act.

99. This Act shall come into force on the first day of July next.

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SCHEDULE 1.

Tariff of Fees and Charges for Notaries, &c.

For presenting and noting for non-acceptance any bill of exchange, and keeping the same on record.....	\$1 00
Copy of the same when required by the holder.....	0 50
For noting and protesting for non-payment any bill of exchange or promissory note, draft or order, and putting the same on record.....	1 00
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 indorsers.....	0 50
For every notice, including the service and recording copy of the same, to an indorser or drawer, in addition to the postages actually paid.....	0 50
Cost of travel necessary to present any bill or note, per mile, each way.....	0 10

SCHEDULE 2.

FORM A.

NOTING FOR NON-ACCEPTANCE.

(Copy of Bill and Indorsements.)

On the 18 , the above bill was, by me, at
the request of , presented for acceptance to

E. F., the drawee, personally (*or*, at his residence, office or usual place of business, in the city (*town or village*) of and I received for answer, “ ”; The said bill is therefore noted for non-acceptance.

A. B.,
Notary Public.

18 .

Due notice of the above was by me served upon { A. B., }
C. D., }
the { drawer, } personally, on the day of
indorser, }
(*or*, at his residence, office or usual place of business) in
(), on the day of (*or*, by depositing
such notice, directed to him, at , in Her Majesty's
post office in the city (*town or village*), on the day
of , and prepaying the postage thereon.)

A. B.,
Notary Public.

18 .

FORM B.

PROTEST FOR NON-ACCEPTANCE OR FOR NON-PAYMENT OF A BILL PAYABLE GENERALLY.

(*Copy of Bill and Indorsements.*)

On this day of , in the year 18 , I,
A. B., notary public for the Province of , dwelling at
, in the Province of , at the request of
, did exhibit the original bill of exchange, whereof a true
copy is above written, unto E. F., the { drawee } thereof
acceptor }
personally (*or*, at his residence, office or usual place of business)
in , and, speaking to himself (*or* his wife, his clerk, *or*
his servant, &c.,) did demand { acceptance } thereof; unto
payment }
which demand { he } answered: “ ”
she }

Wherefore I, the said notary, at the request aforesaid, have
protested, and by these presents do protest against the acceptor,
drawer and indorsers (*or* drawer and indorsers) of the said bill,
and other parties thereto or therein concerned, for all exchange,
re-exchange, and all costs, damages and interest, present and
to come, for want of { acceptance } of the said bill.
payment }

All of which I attest by my signature.
(Protested in duplicate.)

A. B.,
Notary Public.

PROTEST FOR NON-ACCEPTANCE OR FOR NON-PAYMENT OF A BILL.
PAYABLE AT A STATED PLACE.

On this day of , in the year 18 , I,
A. B., notary public for the Province of , dwelling
at , in the Province of , at the request
of , did exhibit the original bill of exchange,
whereof a true copy is above written, unto E. F. the
{ drawee }
{ acceptor } thereof, at , being the stated
place where the said bill is payable, and there, speaking
to did demand { acceptance }
{ payment }
of the said bill ; unto which demand he answered : “ ”

Wherefore I, the said notary, at the request aforesaid, have protested, and by these presents do protest against the acceptor, drawer and indorsers (or drawer and indorsers) of the said bill, and all other parties thereto or therein concerned, for all exchange, re-exchange, costs, damages and interest, present and to come, for want of { acceptance
payment } of the said bill.

(Protested in duplicate.)

FORM D.

PROTEST FOR NON-PAYMENT OF A BILL NOTED, BUT NOT PROTESTED,
FOR NON-ACCEPTANCE.

If the protest is made by the same notary who noted the bill, it should immediately follow the act of noting and memorandum of service thereof, and begin with the words "and afterwards on, &c.," continuing as in the last preceding form, but introducing between the words "did" and "exhibit," the word "again ;" and, in a parenthesis, between the words "written" and "unto," the words : "and which bill was by me duly noted for non-acceptance on the day of last."

But if the protest is not made by the same notary, then it should follow a copy of the original bill and indorsements and noting marked on the bill—and then in the protest introduce, in a parenthesis, between the words “written” and “unto,” the words: “and which bill was on the day of last, by , notary public for the Province of , noted for non-acceptance, as appears by his note thereof marked on the said bill.”

FORM E.

PROTEST FOR NON-PAYMENT OF A NOTE PAYABLE GENERALLY.

On this day of , in the year 18 , I
A. B., notary public for the Province of , dwelling

at _____, in the Province of _____, at the request of _____, did exhibit the original promissory note, whereof a true copy is above written, unto _____, the promisor, personally (or, at his residence, office or usual place of business), in _____, and speaking to himself (or his wife, his clerk or his servant, &c.), did demand payment thereof; unto which demand { he } answered: " _____ { she }

Wherefore I, the said notary, at the request aforesaid, have protested, and by these presents do protest against the promisor and indorsers of the said note, and all other parties thereto or therein concerned, for all costs, damages and interest, present and to come, for want of payment of the said note.

All of which I attest by my signature.

(Protested in duplicate.)

A. B.,
Notary Public.

FORM F.

PROTEST FOR NON-PAYMENT OF A NOTE PAYABLE AT A STATED PLACE.

(Copy of Note and Indorsemen'ts.)

On this _____ day _____, in the year 18 _____, I, A. B., notary public for the Province of _____, dwelling at _____, in the Province of _____, at the request of _____, did exhibit the original promissory note, whereof a true copy is above written, unto _____, the promisor, at _____, being the stated place where the said note is payable, and there, speaking to _____, did demand payment of the said note, unto which demand he answered: " _____."

Wherefore I, the said notary, at the request aforesaid, have protested, and by these presents do protest against the promisor and indorsers of the said note, and all other parties thereto or therein concerned, for all costs, damages and interest, present and to come, for want of payment of the said note.

All which I attest by my signature.

(Protested in duplicate.)

A. B.,
Notary Public.

FORM G.

NOTARIAL NOTICE OF A NOTING, OR OF A PROTEST FOR NON-ACCEPTANCE, OR OF A PROTEST FOR NON-PAYMENT OF A BILL.

(Place and date of Noting or of Protest.)

1st.

To P. Q. (the drawer.)

at

Sir,

Your bill of exchange for \$ _____, dated at _____, upon E. F., in favor of C. D., payable _____ days

after { sight, } was this day, at the request of
 date }
 duly { noted } by me for { non-acceptance. }
 { protested } { non-payment. }
 A. B.,
Notary Public.
 (Place and date of Noting or of Protest.)

2nd.

To C. D. (indorser),
 (or F. G.)

at

Sir,

Mr. P. Q.'s bills of exchange for \$, dated at
 the , upon E. F., in your favor (or in favor of C. D.),
 payable days after { sight, } and by you indorsed, was
 date, }
 this day, at the request of , duly
 { noted } by me for { non-acceptance. }
 { protested } { non-payment. }
 A. B.,
Notary Public.

FORM H.

NOTARIAL NOTICE OF PROTEST FOR NON-PAYMENT OF A NOTE.

(Place and date of Protest.)

To

at

Sir,

Mr. P. Q.'s promissory note for \$, dated at
 , the payable { days } after date to
 { months }
 { on — }
 { you } or order, and indorsed by you, was this day, at
 { E. F. }
 the request of , duly protested by me for non-
 payment.

A. B.,
Notary Public.

FORM I.

NOTARIAL SERVICE OF NOTICE OF A PROTEST FOR NON-ACCEPTANCE
 OR NON-PAYMENT OF A BILL, OR OF NON-PAYMENT OF A NOTE (to
 be subjoined to the Protest.)

And afterwards, I, the aforesaid protesting notary public,
 did serve due notice, in the form prescribed by law, of the
 foregoing protest for { non-acceptance } of the { bill }
 { non-payment } { note }
 thereby protested upon { P. Q., } the { drawer } per-
 { C. D., } { indorsers }
 sonally, on the day of (or, at his residence, office,
 or usual place of business) in , on the
 day of ; (or, by depositing such notice, directed to

the said { P. Q., } at , in Her Majesty's post office
 in { C. D., } on the day of , and
 prepaying the postage thereon).

In testimony whereof, I have, on the last mentioned day
 and year, at aforesaid, signed these presents.

A. B.,
Notary Public.

FORM J.

PROTEST BY A JUSTICE OF THE PEACE (WHERE THERE IS NO
 NOTARY) FOR NON-ACCEPTANCE OF A BILL, OR NON-PAYMENT
 OF A BILL OR NOTE.

(Copy of Bill or Note and Indorsements.)

On this day of , in the year 18 , I, N.O.,
 one of Her Majesty's justices of the peace for the district (or
 county, &c.), of , in the Province of , dwelling
 at (or near) the village of , in the said district,
 there being no practising notary public resident at or near
 the said village (or any other legal cause), did, at the request
 of and in the presence of , a house-
 holder in the said district, well known unto me, exhibit the
 original { bill } whereof a true copy is above written
 { note }
 unto P.Q., the { drawer } thereof, personally (or at his
 { acceptor } residence, office or usual place of business) in
 { promisor } and speaking to himself (his wife, his clerk or his ser-
 vant, &c.), did demand { acceptance } thereof, unto which
 { payment } demand { he } answered : " ."
 { she }

Wherefore I, the said justice of the peace, at the request
 aforesaid, have protested, and by these presents do protest
 against the { drawer and indorsers } of the said
 { promisor and indorsers }
 { acceptor, drawer and indorsers }

{ bill } and all other parties thereto and therein con-
 { note } cerned, for all exchange, re-exchange, and all costs,
 damages and interest, present and to come, for want of
 { acceptance } of the said { bill. }
 { payment } { note. }

All which is by these presents attested by the signature
 of the said (the witness) and by my hand and seal.

(Protested in duplicate.)

(Signature of the witness.)

(Signature and seal of the J. P.) L. S.

SCHEDULE 3.

ENACTMENTS REPEALED.

Province, Section and Chapter.	Title of Act and extent of repeal.
Dominion of Canada : Cap. 123, Revised Statutes	An Act respecting Bills of Exchange and Promissory Notes.—The whole Act.
Province of Quebec : Civil Code of Lower Canada....	Articles 2,279 to 2, 354, both inclusive [*].
Nova Scotia : Revised Statutes, third series, cap. 82, sec. 2.....	“Of Interest.” The other sections of this chapter having been heretofore repealed.
New Brunswick : Revised Statutes, chap. 116, sec. 2.	“Of bills, Notes and Choses in Action.” The other sections of this chapter having been heretofore repealed.
30 Vic., 1867, cap. 34.....	An Act to amend chap. 116 of the Revised Statutes —“Of Bills, Notes and Choses in Action.” Also Act 12th Victoria, chapter 39, relating thereto,—section 1.

[*Except in so far as such articles, or any of them, relate to evidence in regard to bills of exchange, cheques and promissory notes.]

No. 6.

4th Session, 6th Parliament, 53 Victoria, 1890.

BILL

An Act relating to Bills of Exchange,
Cheques, and Promissory Notes.

Received and read a first time, Monday, 20th
January, 1890.
Second reading, Tuesday, 21st January, 1890.

Sir JOHN THOMPSON.

OTTAWA:

Printed by BROWN CHAMBERLIN,
Printer to the Queen's Most Excellent Majesty.

1890.