first five sections of this Article are codified from the Act of 1785, ch. 38, and the 6th and 7th sections from the Act of 1837, ch. 253.

It was early ruled by Lord Holt in Brough v. Parkings, 2 Ld. Raym. 992, that the Statute did not destroy or take away the party's action, where there is no protest, nor is the want of a protest any bar of the action, but the Act seems only to take away from the plaintiff his interest or damages, where he has not made a protest, or to give the drawer a remedy against him by way of action for the costs and damages. Damages rest upon the Statute, but interest will be allowed independent of the Statute; and so it has been held, that the indorsee of an inland bill may recover interest from the drawer, without protesting it for non-payment, Windle v. Andrews, 2 B. & A. 696. Before the 9th and 10th W. 3, c. 17, said Bayley J. there, "no protest was ever made on an inland bill of exchange. By that Statute the parties were only entitled to make one in the case of an accepted bill; and the 3rd and 4th Anne (*q. v.*) extended that power to the case of a refusal to accept, and then enacted that no acceptance should be sufficient to charge any person, unless in writing, and that the party should not be liable, if the bill be accepted * and not **636** paid, to pay any costs, damages, or interest thereupon, unless a protest be made. Now that Act gave the holder of the bill a remedy he did not possess before; and by the eighth section it was provided that nothing therein contained should extend to discharge any existing remedy against the drawer, acceptor, or indorser of the bill. Subsequently to this Act, Harris v. Benson (2 Str. 910) was decided upon the question of allowance of interest; and Rea v. Meggott, in 7 Geo. 2, upon the parol acceptance; both of which cases were founded upon the literal construction now sought to be given to the 5th section. The latter of these cases was expressly overruled by Lord Hardwicke in Lumley v. Palmer (2 Str. 1000), and from that time to the present the other question has never been raised; but the practice which previously prevailed of not allowing interest in such cases has been changed. I think, therefore, that by the latter cases the decision in Harris v. Benson was virtually overruled. The principle is this: the 8th section provides that the Act shall not take away any remedy which the party had before. Now before that Act, by the common law, the defendant was liable for interest. Although, therefore, unless, in compliance with the 3rd and 4th Anne, the bill was protested, he is not entitled to any remedy under that Statute, still the 8th section preserved to him his remedy at the common law, although no protest be made." It follows that the Statutes are not obligatory, and the authority of protesting inland bills, either for non-payment under the Statute of William, or for non-acceptance under the Statute of Anne, is attended with very few advantages. It is held that this Statute does not extend to bills payable after sight, Leftley v. Mills, 4 T. R. 170, (though this, of course, is not so under our Statute); and there an acceptor of such a bill, who refused payment on the third day of grace, was held not liable to any charge for the noting of the bill. "At sight" means after acceptance or protest for non-acceptance, for the sight must appear in a legal way, and therefore a private exhibition of the bill to the drawee is not enough, *per* Lord Kenyon in Campbell v. French, 6 T. R. 212, citing Marius, 19. Notice of the protest is directed to be sent to the drawer within fourteen days.