

in fact signed on the 1st of January, 1896. A form of note was used which had the figures printed of "188—." When the note was filled up ready for signature the figure "6" alone was added, making the note read as of the year "1886," it not being noticed at the time that the preceding figure was "8" instead of "9." Some time after the note was signed, the payee altered the figures by inserting over the second "8," the figure "9," thus making the year "1896," which was the true year, instead of 1886 which was not only not the true year, but, under the circumstances in evidence an impossible year for the note to have been signed. It was not argued that the note was signed by Miller on any other day than the "1st January, 1896;" but it was said that, being signed as of January 1st, 1886, such is the date of the note, so that, when the note was so signed, it was a contract to pay twelve months after the 1st January, 1886, and that, though, by this, the note when signed in fact was due, such was the contract in writing, and if then altered the alteration was material and the note thereby became void.

F. W. Thomson, for the plaintiff. *Mabee*, Q.C., for defendant.

BARRON, Co. J.—The Bills of Exchange Act, s. 63, enacts that where a bill or acceptance is materially altered without the assent of all parties liable on the bill, the bill is voided. The defendant's assent was never obtained, so that the question remains: Is the alteration in this case a "material alteration"? The above section except as to the proviso, is not new law, the statute is simply an adoption or codification of what was theretofore existing law: *Vana v. Lowther*, 1 Ex. D. (1876), 176; *Beltz v. McIlson's Bank*, 40 U.C.R. 253; *Boulton v. Langmuir*, 24 O.A.R. 618. The alteration of the date of a note was always held to be material, and the Act has made no change in this respect. Hence the authorities governing the condition of the law before the passing of the Act are applicable to the same condition of law since the passing of the Act.

The date of a note or document is its true date, not a false or impossible date. So, when a date is altered to be material it must be the true date, not a false or impossible date. This, I take it, is understood all through the cases wherein it is held that the alteration of the date is material. For example, in *Boulton v. Langmuir* it was held that the changing by the payee of the date of a demand note to a later date was a material alteration and made the note void; but in that case it was the true date that was altered. **MR. JUSTICE OSLER** says (p. 625): "To alter the date of the note was to make it appear to be a different contract . . . from that which the defendant had entered into." But, in the case in question, to alter the date was to make it appear to be the exact contract the defendant had entered into and not a different one, because the note was, in fact, signed on the 1st January, 1896, and not on the 1st January, 1886.

There are said to be two cases in which an alteration, though in a material part, will not vacate an instrument. One of these cases is where the note is altered to correct a mistake, or supply an omission, and in furtherance of the original intention of the parties. The original intention