v. *Withington*, 1 Allen, 561, it was held that the fraudulent alteration of a promissory note by the insertion of words which make it appear to be for a greater sum than that for which it was originally given, avoids the note in the hands of a *bona fide* indorsee for a valuable consideration, although the alteration could not be detected on careful scrutiny. The original note was for one hundred dollars, and the words "and forty" were added, but the case does not disclose how or where, or whether the maker had not exercised due care. The Court held that, where the alteration has been made by one holding no relation of agency to the parties, and after the instrument has been executed and delivered as a binding contract, the instrument is avoided, and that the sanction which the law give to negotiate paper in the hands of innocent purchasers does not go to the extent of rendering a party liable on a contract which he never entered into, and to which he never assented. And *Young* v. *Grote* (4 Bing. 253), was distinguished on the ground that "where one of two innocent parties is to bear a loss, it must fall on him who employed a dishonest agent, and carelessly furnished him with the means of committing a fraud. (See, further, as to this principle, *Hern* v. *Nicholas*, 1 Salk. 279; *Fowler* v. *Hollins*, L. R. 7 Q. B. 635; *Ex p. Swan*, 7 C. B. N. S. 440; *Lickbarrow* v. *Mason*, 2 T. R. 63; *Chipman* v. *Tucker*, 38 Wis. 43; *Somes* v. *Brewer*, 2 Pick. 184; *Trigg* v. *Taylor*, 27 Mo. 245; *Butler* v. *United States*, 21 Wall. 272; *Garrard* v. *Haddan*, *ubi. sup.* In *M'Grath* v. *Clarke*, 56 N. Y. 34, where the defendant indorsed a note with the time and place of payment in blank, and delivered it to the maker, who filled the blanks and added at the end the words "with interest," the Court observed, "The rule that 'whenever one of two innocent parties must suffer by the acts of the third, he who has enabled such third person to occasion the loss must sustain it,' is not applicable, for the reason that the indorser did not, in any legal sense, *enable* the maker to make the alteration. He endorsed a note for a specific sum, which, as we have seen, conferred no authority upon the maker to change or alter it." And it was held that the filling of the blanks was impliedly authorised, but that the addition of the words at the end of the note rendered it void even in the hands of a *bona fide* holder for value. Again, in *Holmes* v. *Trumper*, 22 Mich. 427, where the payee of a promissory note drawn upon a printed form added, without the maker's consent, after its delivery, the words "ten per cent." in the blank after "interest at," the Court held the note to be void, even in the hands of a *bona fide* purchaser for value. That conclusion, in conflict with *Rainbolt* v. *Eddy*, *ubi sup.*, *inter alia*, is supported by *Fulmer Seitz*, 68 Penn. 237; *Worrell Gheen*, 39 Penn. St. 388; *Goodman* v. *Eastman*, 4 N. H. 455; *Bruce* v. *Westcott*, 3 Barb. 374; and see *Abbott* v. *Rose*, 62 Me. 194, *Kuntz* v. *Kennedy*, 63 Penn. 187, and the following cases, where alterations wilfully made, having an effect to alter the liability of the maker of an instrument, are held to be forgeries, and the instrument void:—*Slate* v. *Stratton*, 27 Iowa, 420; *Waite* v. *Pomeroy*, 20 Mich. 425; *Benedict* v. *Cowden*, 49 N. Y. 396. In *Gerrish* v. *Glines*, 55 N. H. 9, 3 Central L. J. 213, where a negotiable promissory note was made payable upon a condition, and the condition was written below the note on the same piece of paper, it was held that the note and condition were parts of a single entire contract, and that the fraudulent removal of the condition, by tearing the paper, was such a material alteration as rendered the note void in the hands of a *bona fide* holder. But see *Citizens' Nat. Bank* v. *Smith*, *ante*, p. 528; *Brown* v. *Reed*, *ante*, p. 499. In *Harvey* v. *Smith*, 55 Ill. 224, Breese, J., said: "If a person signs a note written partly in ink, but containing a material condition qualifying his liability, written only in pencil, he is guilty of gross carelessness, and if the writing in pencil is erased so as to leave no trace behind, or any indication of alteration, as it easily may be, we are of opinion an innocent holder, taking the note before maturity, for a valuable consideration, will take it discharged of any defence arising from the erased portion of the note, or from the fact of alteration."

In the State of Illinois there is a special statutable provision that "if any