

The notes were both on printed forms: in one the place of payment named in print was "The Canadian Bank of Commerce here," and in the other "The Dominion Bank here." When the notes were produced and put in evidence at the trial, the words "Canadian Bank of Commerce" in the one and "Dominion Bank" in the other were stricken out by lines drawn through them, and the words "office of Aitken & King" written over the words stricken out.

The result of the changes made was, that the appellant could not recover.

Section 145 of the Bills of Exchange Act, R.S.C. 1906 ch. 119, did not apply, because what were altered were not promissory notes, but blank forms intended to be filled up and used as promissory notes; and the appellant failed because the effect of handing to Aitken & King the signed blank forms was to authorise them to fill up the blanks, but not to make any change in anything material that was printed in the forms; and because, the changes that had been made being apparent, the appellant did not become holder in due course, but was put upon inquiry, and could stand in no better position than Aitken & King, who endorsed the promissory notes to him: *Henman v. Dickinson* (1828), 5 Bing. 183, 184.

Aitken & King had no authority to make the changes in the places of payment which they made.

Reference to *Angle v. North Western Mutual Life Insurance Co.* (1875), 92 U.S. 330, and cases cited; *Daniel on Negotiable Instruments*, 6th ed., para. 142; *Corcoran v. Doll* (1867), 32 Cal. 82.

Section 31 of the Bills of Exchange Act provides: "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 prima facie authority to fill it up as a complete bill for any amount, using the signature for that of the drawer or acceptor, or an endorser; and, in like manner, when a bill is wanting in any material particular, the person in possession of it has a prima facie authority to fill up the omission in any way he thinks fit."

It is the proper conclusion that the right to make changes in a blank form intended to be filled up and used as a promissory note, as to a material particular, such as the place of payment undoubtedly is, is excluded by the section, the right being limited to filling up blanks.

The appeal should be dismissed.

LENNOX, J., and FERGUSON, J.A., agreed with the Chief Justice.