

The Ontario Weekly Notes

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APPELLATE DIVISION.

FIRST DIVISIONAL COURT.

DECEMBER 10TH, 1917.

*BELLAMY v. WILLIAMS.

Promissory Notes—Printed Forms—Signature and Delivery to Payees without Filling up Blanks—Authority to Payees to Fill up Blanks but not to Alter Printed Words—Payees Changing Printed Statement of Place of Payment—Material Alteration—Endorsee for Value before Maturity not Holder in Due Course—Bills of Exchange Act, secs. 31, 145.

An appeal by the plaintiff from judgment of FALCONBRIDGE, C.J.K.B., 12 O.W.N. 232.

The appeal was heard by MEREDITH, C.J.O., MACLAREN and MAGEE, J.J.A., LENNOX, J., and FERGUSON, J.A.

J. M. Pike, K.C., for the appellant.

O. L. Lewis, K.C., for the defendant, respondent.

MEREDITH, C.J.O., read a judgment in which he said that the appellant sued as holder in due course of a promissory note for \$2,300, dated the 6th October, 1909, made by the respondent, payable to the order of Aitken & King, and by them endorsed to the appellant, and of another promissory note, dated the 8th April, 1910, for \$650, made by the respondent, payable to the order of Aitken & King, and by them endorsed to the appellant. The notes were endorsed to the appellant before they became due, and for valuable consideration.

* This case and all others so marked to be reported in the Ontario Law Reports.