

the note and observed Solawey's signature on the face of it. He further says that he made no objection at the time, nor did he at any time make any objection, to the alteration. Some time after the maturity of the note, the defendant Solawey made one payment of interest on the note, and subsequently paid \$50 on account of the principal.

I find on the evidence that there was no agreement by the plaintiff to give time to the defendant Solawey for the payment of the note.

The defendant Solawey does not defend, and judgment has been signed against him for the balance due on the note with costs. The defendant Foell now defends, on the ground that the placing by the defendant Solawey of his name on the face of the note, with the assent of the plaintiff, is a material alteration of the note by which he is discharged from liability. The question for decision is, whether the alteration, or the alleged alteration, is such a material one as to discharge the defendant. I am of the opinion that it is not.

It is the rule that an alteration which has no effect on the liability of either party will not vitiate the contract: *Aldous v. Cornwall*, L. R. 3 Q. B. 573. *Carrique v. Beatty*, 24 A. R. 302, was a case in which the name of a third party was added as an additional maker, and it was held to be such a material alteration as to discharge one of the other makers, who resisted payment on that ground; but *Burton, C.J.O.*, laid it down clearly that it was because the addition of another maker would materially affect the right to contribution, in case one of them was called upon and compelled to pay the whole. But no such result could follow here. Should the defendant Foell be obliged to pay the note, his remedy against Solawey is quite unimpaired by the alteration. Solawey having already been a party to the note as indorser, the fact that he subsequently placed his name on the face, evidently with the intention of saving notarial fees, cannot, in my opinion, affect the rights of either as between themselves or otherwise. It can hardly be regarded as the addition of a new party.

The defendant Foell evidently did not regard it seriously, for he made no objection when he first saw it, and may reasonably be taken to have assented to it.

There will be judgment for the plaintiff against the defendant Foell for \$112.65 and costs.