

letter was written in the interest of the defendant, and to save him the costs of a suit, and the creditor has a right to recover the amount, inasmuch as he is creditor for the costs until distraction has been obtained.

Judgment for plaintiff.

Quinn & Weir, for plaintiff.

Lane, for defendant.

ACCEPTANCE OF BILL CONTAINING UN-FILLED BLANKS.

ENGLISH HIGH COURT OF JUSTICE, QUEEN'S BENCH DIVISION, NOV. 2, 1882.

GARRARD v. LEWIS.

A bill of exchange which contained the sum of 14l. in figures in the margin, but no words in the body to denote the amount, was accepted by the defendant and returned to the drawer to be filled in. The drawer fraudulently inserted the words "One hundred and sixty-four" in the body, and altered the marginal figures to that amount and issued the bill. *Held*, that the defendant was liable on the bill to the plaintiff, an innocent holder for value. The figures in the margin of a bill are merely an index or summary of the contents of the bill.

Action by the indorsee of a bill of exchange against the acceptor. The bill read as follows when presented for payment:

"£ 164 0s. 6d,

BRISTOL, Feb. 22, 1882.

Four months after date pay to my order the sum of one hundred and sixty-four pounds and sixpence, value received.

SYDNEY F. BEES.

To Mr. John Lewis, Salisbury."

Defendant's acceptance appeared upon the bill, as also the indorsement of the drawer. The defence was forgery and material alteration. The opinion states the material facts.

BOWEN, L. J. This was an action by the indorsee of a bill of exchange against the acceptor, tried by consent before myself without a jury. The first ground of defence, that the acceptor's signature was itself a forgery, was abandoned at the trial. It remains for me to consider the second defence put forward, viz., that the bill after issue was altered in a material part. The bill of exchange in question had been drawn by one Sidney Bees, four months after date, on the defendant. At the time when the defendant appended his signature to the document, the sum to be mentioned in the body of the bill was left in blank, but in the margin of the bill were the figures 14l. 0s. 6d., which

was the sum for which the defendant desired to accept. Bees subsequently filled in the blank in the body of the bill for 164l. 0s. 6d., and fraudulently altered the figures in the margin to that sum. Having done so he indorsed the bill to the plaintiff, who took it as a *bona fide* holder for value for the larger amount. It was contended before me on the part of the plaintiff that the document at the time it was handed to Bees was, in spite of the marginal figures, an acceptance in blank which did not issue as a bill till after the body of the bill had been filled in, and that the alteration of the marginal figures was not an alteration after, but before or at the time of issue. Secondly, the plaintiff's counsel maintained that the defendant on account of his negligence was precluded, as against a *bona fide* holder for value, from disputing what Bees had done. From the view I take of this case it is unnecessary for me to examine or refer to the series of cases cited before me, beginning with *Young v. Grote*, 4 Bing. 253; which deal with the question of negligence as applied to negotiable instruments. It is however necessary that I should state what in my view was the character of the document when handed by the defendant to Bees, and for this purpose to consider what is the exact import and effect of marginal figures at the head of a bill of exchange. They do not seem in general to have been considered among merchants as of the same effect and value as the mention of the sum contained in the body of the bill. The history of these marginal figures may perhaps be shortly summarized as follows: The first model of a bill of exchange preserved to us, and which dates from 1381, does not I believe possess them, though it does possess the votum or invocation with which merchants' bills used generally to commence, and which usually preceded the figures. The marginal figures at the head of a bill, which have since become a matter of common usage, were probably added at a very early date, in order that the amount of the bill might strike the eye immediately, and were in fact a note, index, or summary of the contents of the bill which followed: (see Nonguier, *Lettres de Change*, edit. 1875, p. 127, "Les chiffres ne sont que pour simple note.") Heineccius, who treats such marginal figures as part of the lemma or heading, does not speak of them as