

As any junior conveyancing or engrossing clerk will be ready to tell you, the date of a deed is commonly, and the names of the occupiers of the property conveyed, or the agreed date in the proviso for redemption is often, filled in after the deed is executed. And *Keane v. Smallbone* (17 C. B. 179), *Eagleton v. Gutteridge* (11 M. & W. 465), *Aldous v. Cornwell* (L. Rep. 3 Q. B. 573, and *Adsett v. Hives* (9 L. T. Rep. 110; 33 Beav. 52) is authority that any such formal addition, if consistent with the purposes of the deed in question, will not render the deed void, even though the addition is, in fact, made by the party to whom it has been delivered. Moreover, several years before *Aldous v. Cornwell*, where a bond conditioned for the payment of £100 had been prepared by a school-master and after execution was left in his custody as a friend of the parties, and he, discovering that the word "hundred" had been accidentally omitted in the second place in which the sum was mentioned, interlined the word omitted without the knowledge of either party, it was decided that the sense, being sufficiently manifest before the alteration, the insertion of the word did not alter the sense, and was, therefore, immaterial and did not destroy the bond: (*Waugh v. Bussell*, 5 Taunt. 706). And within the past few years the Divisional Court has held that the execution of a deed of arrangement by creditors after its registration under the Deeds of Arrangement Act 1887 (50 & 51 Vict., c. 57) does not amount to an alteration of the deed so as to avoid it, or to vitiate the registration of it; (*Re Batten*; *Ex parte Milne*, 60 L. T. Rep. 271; 22 Q. B. Div. 685); and so, more conveniently for practical business purposes, set at rest what was a moot point in legal circles.

But all who are old enough to have read Ten Thousand a Year will call to mind how an objection to a deed on account of an erasure made, by a copying clerk, in a material part of the deed is made to play an important and dramatic part in the celebrated trial scene at York; and that as the incident excited much public attention and comment, to the later editions of that popular novel the author, Mr. Samuel Warren, added a learned note on the then state of the law as to a blemish in a deed. And the rule that an alteration in a material part of a deed made by a party, or even by a stranger, after its execution by the grantor renders it void is still the law of England. In so recent a case as *Ellesmere Brewing Company v. Cooper* (73 L. T. Rep. 567; (1896) 1 Q. B. 75), for instance, we find four persons, as sureties, executed a joint and several bond of suretyship, by the terms of which the liability of two of them was limited to £50 each, and that of the other two £25. After three of them have executed the instrument, the fourth, whose liability was limited to £50, executed it, but added to his signature the words "£25 only." The obligee accepted the bond so executed without objection; and subsequently the principal having been in default, the Divisional Court, in dismissing an appeal from the County Court judge with costs, held that the effect of the added words was to make a material alteration in the bond, and that the first three signatories were, accordingly, thereby discharged from their obligation.