acceptance, the company discounted, and this was an adoption by the company of the change made in the address. The acceptors were bound by their acceptance, and could not dispute it against the plaintiffs, holders in due course.

The defendants sought to escape liability upon the contention that Thorne could not be liable, as the bill was not addressed to him, and Kilpatrick and Mills could not be liable, as they accepted on the assumption that Thorne was a party. Thorne became a party when the drawer ratified the addition of his name, and also he was estopped from denying that he was a party when he signed the acceptance of a bill to which his name appeared as a drawee.

Kilpatrick and Mills would in any event be liable, as it was not shewn that they accepted on the faith of Thorne's name. Probably it was added by them or at their instance with the view of continuing Thorne's liability; and, if so, they could not set up their own act to defeat the plaintiffs' claim.

Later on, these acceptances not having been honoured, the drafts originally sued on were drawn on the 30th August, each $3,500, payable 30 and 60 days. These were put through the bank before acceptance to take care of the maturing or matured bills as a discount. They were drawn in the same way on Kilpatrick and Mills only, and sometimes amended by adding Thorne as drawee, and accepted by all three. The bank acquired title before acceptance, and no ratification of the change by the drawer could be shewn. As there was clearly liability on the earlier acceptances, it was not necessary to discuss the question thus raised.

The alteration of a bill (by sec. 145 of the Bills of Exchange Act) does not void it "as against a party who has himself made, authorised or assented to the alteration," and the defendants here assented to the change. By the same section a holder in due course may enforce payment of an altered bill according to its original tenour, when the alteration is not apparent on the face of the bill.

Though the addition of Thorne was plainly not in the handwriting of the scribe who penned the note, there was nothing on the face of the acceptance to shew that the change was not made before the bill was issued.

If Thorne was not a party to the bill, then sec. 131 made him liable. Thorne signed, and he was either liable as acceptor or under sec. 131 as an endorser. The section was intended to change the law, and the earlier cases are no longer of authority.

The status of the plaintiffs as holders in due course was attacked, but without sufficient reason Unquestionably they advanced the money, but it was said that the manager ought to