**Barclays Bank International Ltd v Acif Ltd**

**Division:** Court of Appeal at Mombasa

**Date of judgment:** 29 November 1973

**Case Number:** 30/1973 (5/74)

**Before:** Spry V-P, Law and Mustafa JJ

**Sourced by:** LawAfrica

**Appeal from:** High Court of Kenya – Sir Dermot Sheridan, J

*[1] Bill of exchange – Alteration – Materiality – Meaningless alteration cannot be material – Bills of*

*Exchange Act* (*Cap.* 27), *s*. 64 (*K*.).

*[2] Bill of exchange – Alteration – Materiality – Addition of holder’s name as payee – Cannot be*

*material – Bills of Exchange Act* (*Cap*. 27), *s*. 64 (*K*.).

**Editor’s Summary**

The appellant sued the respondent on a promissory note drawn by it and which had been endorsed in favour of the appellant. After the note had come into the appellant’s possession the appellant’s name had been stamped on the front of it.

The High Court held that no place of payment was inserted but that an additional payee was added, that the alteration was material and that the respondent was discharged from liability.

On appeal

**Held –**

(i) No place of payment was added (*National Bank of Commerce v. Allidina* (2) considered);

(ii) The addition of the name was meaningless and therefore could not be material;

(iii) The addition could not be material as the appellant was already the holder of the note and the addition could not cause the note to operate differently.

Appeal allowed.

**Cases referred to Judgment:**

(1) *Bostock v. Ramsey Urban Council*, [1900] 2 Q.B. 616.

(2) *National Bank of Commerce v. Allidina*, [1969] E.A. 89.

Decision of