

ions, his plea of Fraud falls to the ground, with the result that he has shown no Defect in negotiant's Title, which would, if SHOWN by put the burden on plaintiff of showing that despite the Defect he knew nothing of it. That is to say, though there was such Defect as is contemplated by the Statute, if plaintiff then shows that he was ignorant of it, he still holds the paper free from the defence on account the Defect which Defendant might interpose against the negotiant- the Boston Company.

It is thus seen that plaintiff's rights are completely safeguarded under the Statutes; no Judicial interpretations are needed to define them.

It is up to counsel to realize the full force and effect of the benign Statutes in the premises. To do this, he must acquaint himself with the Statutes herein cited, particularly Pars. 2730-2732- and 2724 and 2728 of the 1913 Howell Code, which must govern the

PROCEDURE.

Primarily let it be said that 2732 casts the Burden on plaintiff only when defendant SHOWS the Defect on which he relies to so cast it. That means more than an allegation that Fraud was practiced; he must allege the constituents thereof, and having done so, those constituents must be material to the composition of Fraud or Other Unlawful Means within the purview of the Contract which generated the note being sued on.

It has been previously shown herein how defendant's voluntary execution and transmission of the notes on account the consideration which he thereby acknowledged, compels him to rely on a pretended Fraud by the Boston Co., the negotiant- which had NOT YET and HAS NOT NOW eventuated, since the obligation on which it is posited has not matured. When therefore defendant attempts to include such a showing in his answer counsel must move to have it stricken out, employing the reasoning herein and commanded by the Statutes to have the motion granted. And so any other allegation or attempted SHOWING of FRAUD which sets up the Defect in question should be met by motion supported again by the reasoning herein. Counsel must not allow any unwarranted allegation in the answer that is not responsive to the statutory requisition. The consideration having been shown to be legal, plaintiff has nothing to do with what subsequently arose surrounding the execution and issuance of the note by defendant and negotiant. The most that plaintiff can be called upon to do is, to prove that he knew nothing of the defect that is defend his innocency and as