of the holder of the legal title.''
Ill. etc. Assn. v. Plagge, 177 Ill. 431, 53 N. E. 76, 69 Am. S. 252.

''In an action on a note by an endorsee against the maker averments in the complaint that the note was endorsed 'in good faith' or that the endorsee became the owner 'in good faith' and ''for a valuable consideration' and 'in due course of business' were mere conclusions of law.''
Bunting v. Mick, 5 Ind. App. 289, 31 N. E. 978, 1055.

A simple declaration of ownership, that it was purchased before maturity and that it is now matured and unpaid, with a prayer for judgment for the amount plus the agreed interest are sufficient to raise all the presumptions alleged in the petition just set forth and criticized by the Ind. ct.

MEETING DEFENDANT'S ANSWER.

''That for a note in suit by an endorser there was a lack or want of consideration, the consideration has failed, or that it had been paid prior to its transfer, **OF ANY OR ALL OF WHICH THE INDORSEE HAD NOTICE** at or prior to the acquirement of title to the paper or for any other legal reasons they exist as equities against the debt of the note in his hands, are defenses to be pleaded by defendant, so that a general denial in the reply will join the issues, **CASTING THE BURDEN OF PROOF OF SUCH ISSUES ON THE DEFENDANT MAKER.**''
Knight v. Kenney, 59 Neb. 274, 80 N. W. 912.

It should be specifically remarked that a condition of permitting any of the defenses against payment by the maker is his allegation of **NOTICE** of such infirmities in the paper brought home to the plaintiff endorsee. The maker's allegation that the consideration has failed or the note has been paid or what not is demurable if it do not allege that the purchaser had **NOTICE** of such facts. And as will be seen in the subsequent citations a mere recital of such an allegation against the plaintiff without a recital of substative facts susceptible to proof by the defendant maker is equally demurrable if, after motion to make his answer definite and certain in this regard defendant fail to do so.

''A note is prima facie evidence of a consideration and the want or failure of consideration in such a case must be pleaded and **PROVED.**''
Mitchell v. Sheldon, 2 Blackf. (Ind.) 185.

And it is hardly necessary to reiterate that the defendant must allege and prove that such failure or want was **KNOWN** to the endorsee plaintiff. The latter has nothing to do with the equities that may exist between the maker and the payee. It is now a contest between endorsee and maker and any pleading that overlooks this important feature is instantly demurrable.

''In an action by an endorsee on a promissory note a paragraph of the answer stating that the 'defendant denies that he is indebted to plaintiff in any sum whatever' states **NO DEFENSE.**''
Spencer v. Turney 49 P. 1012, 5 Ok. 683.

That is to say when such an answer is interposed to plaintiff's action the latter should demur until such time as an answer is filed that meets the requirements of the cases herein cited.

''The mere statement that there was no consideration for the note but that it was obtained by misrepresentation, fraud, etc., is no defense unaccompanied by a recital of the facts constituting want of consideration, fraud, etc.''
Honeywell v. Helm, 19 Ind. 321.

And counsel need not be reminded that where such facts are recited the knowledge of them must be brought home to the endorsee plaintiff by an equally definite recital of facts upon which such an allegation of knowledge is predicated.

''In an action on a note by indorser an answer of 'no consideration' was insufficient for failure to allege that plaintiff had notice of the invalidity.''
Shirk v. Neible, 156 Ind. 66, 59 N. E. 281, 83 Am. S. 150.

''Notes that are negotiable in form prima facie import a valuable consideration and to overcome this it is necessary for defendant in an action on such notes to affirmatively plead want of consideration (and knowledge thereof by endorsee) and to support the pleas by competent proof.''
Cox v Sloan, 158 Mo. 411, 57 S. W. 1052.

''When the defense in a suit on a note is failure of consideration the specific facts showing such failure should be set forth.''
Grimes v. Erickson, 94 Minn. 461, 103 N. W. 334.

And also let it be said when the action is by a bona fide holder and such defense is offered, the specific facts relied upon by the defendant whereby the **NOTICE** of such failure of consideration was brought home to the holder before he purchased the paper. When the answer is thus demurrer proof the defendant then has the burden of proving the facts alleged by him and to carry the burden must initiate every subsequent step in gathering such proof if he would not have judgment on the pleadings