

In the following cases, also, it was held that knowledge of the consideration for which a negotiable instrument was given was insufficient to put a purchaser upon inquiry as to whether the consideration had failed: Park v Zellars 77 S.E.922; Bank v Green, 76 S.E. 796; Stubbs v Bank 77 S.E.893.

Where the purchaser of promissory notes states that he is personally acquainted with the officers of the payee of the notes, and that he is acquainted in a very general way with the manner in which the payee carries on its business; and that he knows that notes are generally given by the patrons of the payee; but that he has no personal knowledge of the agreement made or entered into by and between the maker and the payee, or did not have when he purchased the maker's notes of the payee; but did know that the payee took numerous notes similar to those now in suit; all of these circumstances are not such as to render the purchaser of such paper one in bad faith. Thus, it will be seen that "an innocent purchaser" as the term is used in law means a bona fide indorser or bearer within the law merchant. The motives and the interests of the seller are unimportant in determining the rights of the buyer in commercial paper. Only the buyer's good faith is in question. On these propositions see the following authorities:

Roberts v Hall, 37 Conn. 205
McCreedy v Cann, 5 Harr (del)175
Sturges v Miller 80 Ill.241
Moore v Moore, 39 Iowa 461
Cress v Thompson, 50 Kan. 627
Spencers v Briggs, 2 Met. (Ky.) 123
Dupeux v Troxler, 8 La. 92
Kellog v Curtis, 69 Me. 212
Merriam v Bank 8 Gray (Mass. 254.
Stephens v Oleson, 62 Minn.295
Helmer v Bank 28 Neb. 474
Crosby v Grant, 36 N.H.273
Goldsmid v Bank, 12 Barb. (N.Y.407
Christianson v Warehouse, etc. 5 N.D.438
Kuhns v Bank, 68 Pa.St.445
Millard v Barton, 13 R.I.601

Trusting that I have answered your inquiry satisfactorily, I am,

Yours very truly,

RO/L.

Ralph Otto.

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