

It seems unnecessary to determine this question, because, upon a careful consideration of all the portions of the evidence relied upon by Mr. Watson, we find no circumstances shewn to have come to the knowledge of plaintiff, which should, in our opinion, have aroused in the mind of an ordinarily prudent man any suspicion of a want of bona fides in the procuring of the note in suit, and certainly nothing upon which a jury could reasonably find that there was in fact such suspicion in plaintiff's mind.

When plaintiff acquired title to the note—as he did on the 24th December—the only circumstances known to him were that a note for \$11,000, drawn at one year at 6 per cent., bearing signatures of 7 makers and an indorser, in form perfectly regular, was presented to him for discount with the recommendation of his most intimate friend, Mr. Ballantyne. Mr. Ballantyne gave him a plausible explanation of the fact that the note was to be negotiated so far from the homes of the parties to it. The plaintiff, it is true, hesitated to make the advance—says he decided that he would not do so without knowing more of it. His only doubt, apparent from the evidence, was as to the financial sufficiency of the parties to the note. To ascribe to him doubt upon any other point would be sheer conjecture. It is impossible to say that inquiry to remove the doubt shewn by the evidence would have led to knowledge of any of the circumstances attendant upon the making of the note. To impute to the plaintiff knowledge of these circumstances would be to charge him with knowledge which he would not, unless accidentally, have acquired, had he made the inquiry appropriate to remove the doubt in his mind. But plaintiff saw Ballantyne (who had come from Montreal to Stratford), and, upon his assurance merely that the parties to the note were financially sufficient to insure payment, his hesitation disappeared, and he gave his cheque for the face amount of the note. He also admits that he thought Ballantyne, though not a party to it, had some personal interest in the discounting of the note.

We cannot find in these circumstances anything which should have aroused in the mind of an ordinarily prudent man a suspicion that the note was fraudulently or irregularly procured, or that its validity was in any respect open to question, certainly not anything from which a jury could reasonably infer that there was actually such a suspicion in plaintiff's mind.