

## LETTER 32.

YOU suggest that I should write you just one more letter, answering the very miscellaneous set of questions which you enclose. I do not know that to do so is quite within the plan of my correspondence, but as I am assured that this is to be my last letter, I comply with your request.

You ask me whether a lien note (and by that you apparently mean something in the form of a promissory note with words upon it, showing that the ownership of the article for which it is given is retained by the vendor until the note is paid) is a negotiable instrument. I can only tell you that there have been many Canadian decisions to the effect that such a note is not negotiable. For instance it was held in one case that a note bearing this memorandum "Given for Suffolk Stallion, "His Grace," same to remain the property of J. H. Truman, until this note is paid" was not negotiable and that the right to the money secured by the note could not be assigned by endorsement and delivery of the note. Of course, the endorsement might in words purport to assign the moneys secured and, if it did so, I presume the right to the moneys would be effectually transferred to the assignee, though of course he would then take subject to any equities there might be between the maker of the note and the payee, as lawyers say, i.e. to claims of the maker against the payee, which he could use to wipe out or lessen the amount payable on the note. The reason these lien notes are held not to be promissory notes, are that the payment promised by them is said to be conditional. I should advise you to take it that such notes are not negotiable, though I must candidly confess, I cannot see why they are not, especially, where the added words are merely a statement of the transaction which gave rise to the bill.

You are puzzled as to what you have heard about the duty to repair roads. Perhaps what you mean is this:—