

a promissory note, or for a much larger quantity of goods than you agreed to take. If you have no copy, it might be difficult to prove the forgery.

4. In dealing with an agent, or any other person, where a written contract, agreement or note is made, be assured of this, that nothing but the *written document* will be considered in court. No matter what else the other party promises in addition by word of mouth, or even in writing, if on a separate paper or not referred to specially in the written contract as a part of the agreement, it is utterly worthless where innocent third parties are interested.

5. Never cash a private cheque for a stranger, no matter what his "Letters of Introduction" may be. The banks and brokers will look after a man who actually has money in any bank in the world.

#### 101 Sample of Swindling Note.

The form of swindling note shown on this page—which is made by merely cutting off the righthand end of what was supposed to be simply an agreement to sell six harrows, to be paid for after they were sold—is an old one. After the end is removed, it is a regular promissory note, which could be sold to any person who knew nothing of the swindle, and by being thus transferred to an innocent holder for value it would be collected. The swindle does not always take this form, but sometimes the note would be in the middle of a sheet, and by cutting away the top, bottom and sides a regular form of note would be left. This illustration, however, is enough to put thoughtful persons on their guard against all similar forms of trickery.

It is seldom that such documents are necessary in legitimate business, and the attempt to use them should be received as a strong suspicion of fraud of some kind, so strong that they should not be signed.

\$175.00

TORONTO, February 28th, 1910

Six months after date I promise to pay Jas. Brown, or bearer, when I sell six harrows the sum of ONE HUNDRED AND SEVENTY-FIVE DOLLARS when collected, to be payable at Toronto, with interest at eight per cent. per annum if not paid when due

Wm. J. Simmons

Agent for Jas. Brown

Witness: S. S. Smith

#### 102 Note that Prevents Fraud by Agents.

The non-negotiable note given in section 180 is the best protection that can be devised against the frauds and swindles that have caught even the shrewdest of men. In purchasing a machine or any line of goods through an agent from a strange firm without opportunity for a sufficient test, if a note is to be given, write out such a note as that. That kind of note is valid and can be collected as well as any other form, *provided* there is no fraud; but if there is fraud in connection with the transaction, it could not be collected. It is positively non-negotiable, so that the payee cannot transfer it to an "innocent holder for value" to be collected. It can be transferred by assignment; but in that case the purchaser does not get any better title to it than had the original holder, hence the maker is safe.