

"NOTICE"

From Black's Law Dictionary, 4th Ed., 1891; pp. 1210, 1211

(Order of entries rearranged for discussion of "Constructive Notice" and its examples added by this blogger)

NOTICE. Information; the result of observation, whether by the senses or the mind; knowledge of the existence of a fact or state of affairs; the means of knowledge.

Abercrombie v. Virginia- Carolina Chemical Co., 206 Ala. 615, 91 So. 311, 312;

Knights and Ladies of Security v. Bell, 93 Old. 272, 220 P. 594, 597.

- 1) *Knowledge of facts which would naturally lead an honest and prudent person to make inquiry constitutes "notice" of everything which such inquiry pursued in good faith would disclose.* Twitchell v. Nelson, 131 Minn. 375, 155 N.W. 621, 624 ; German-American Nat. Bank of Lincoln v. Martin, 277 Ill. 629, 115 N.E. 721, 729.
- 2) In another sense, "notice" means information, an advice, or written warning, in more or less formal shape, *intended to apprise a person of some proceeding in which his interests are involved, or informing him of some fact which it is his right to know and the duty of the notifying party to communicate.*
- 3) Under the Negotiable Instrument Law "notice" of infirmity of instrument is actual knowledge or knowledge of such facts that taking note amounts to bad faith. Glendo State Bank v. Abbott, 30 Wyo. 98, 216 P. 700, 702, 34 A.L.R. 294.
- 4) Notice is either:
 - (1) statutory, *e. made so by legislative enactment.*
 - (2) actual, which brings the knowledge of a fact directly home to the party; or
 - (3) constructive. *Constructive notice may be subdivided into:*
 - (a) Where there exists actual notice of matter, to which equity has added constructive notice of facts, which an inquiry after such matter would have elicited; and
 - (b) where there has been a designed abstinence from inquiry for the very purpose of escaping notice. Wharton.
- 5) *Constructive notice is information or knowledge of a fact imputed by law to a person, (although he may not actually have it), because he could have discovered the fact by proper diligence, and his situation was such as to cast upon him the duty of inquiring into it.* Baltimore v. Whittington, 78 Md. 231, 27 A. 984; Acer v. Westcott, 46 N.Y. 384, 7 Am. Rep. 355.
- 6) *Constructive Notice is a presumption of law, making it impossible for one to deny the matter concerning which notice is given, while "implied notice" is a presumption of fact, relating to what one can learn by reasonable inquiry, and arises from actual notice of circumstances, and not from constructive notice.* Charles v. Roxana Petroleum Corporation, C.C.A.Okl., 282 F. 983, 988. Or as otherwise defined, implied notice may be said to exist where the fact in question lies open to the knowledge of the party, so that the exercise of reasonable observation and watchfulness would not fail to apprise him of it, although no one has told him of it in so many words. See City of Philadelphia v. Smith, Pa., 16 A. 493.