BILLS, NOTES, AND CHECKS; PART I: INSTRUCTION PAPER

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Bills, Notes, and Checks; Part I: Instruction paper by Amasa M. Eaton

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AMASA M. EATON

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BILLS, NOTES, AND CHECKS

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PART I

INSTRUCTION PAPER

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CONTENTS

			PART I	
)		•	Introduction	
9123/46 M.O. Hakson			CHAPTER I	
×			Definitions	PAGE
-2	5	1.	Bill of exchange	3
-0	5	2.	Foreign and inland bills	4
5	5	3.	Form of a bill of exchange	4
-3	5	4.	Bill of exchange may be in sets	4
2	ŝ		Promissory note	4
-	\$		Negotiability	5
2	ş		Check	6
7	ş		Certificate of deposit	6
n	\$	9.	Bonds as negotiable intruments	7
3			CHAPTER II	
5			CHAPTER II	
1300			History of Bills and Notes	
	ş	10.	The common law	8
			The law merchant	8
	-		Foreign bills of exchange first admitted in English courts	8
	5		Actions on inland bills	10
	ŧ		Actions on promiseory notes	10
	ş		Origin of inland bills and promiseory notes	10
			Statute of 3 & 4 Anne, ch. I., 1704	11
			Legal recognition of checks	11
			Influence of common law on the law merchant	11
	9	19.	The law merchant an independent system	12
			CHAPTER III	
			Essential Requisites	
	6	20.	Consideration	13
	š		Accommodation party	14
			Words of negotiability	14
	•		Form of negotiable instruments	14
			Definitions	15
	4		Who is primarily liable	15
	8		Bill must contain an order to pay	15
	8	27.	Promissory note	17
		28.	Deposited or mortgaged security	28

CONTENTS

\$ 30.	Certainty as to parties. Negotiability depends upon delivery. Ambiguous instruments.	24 26 27
	CHAPTER IV	
	Acceptance and Indorsement	
§ 33. § 34. § 35. § 36.	Acceptance Acceptance must be in writing Indorsement must follow tenor of instrument Indorsement and guaranty. Kinds of indorsement Indorsement to cashier is indorsement to bank, etc	28 28 34 35 41 42
	CHAPTER V	
	The Law Merchant and Negotiability	
\$ 39. \$ 40. \$ 41. \$ 42. \$ 43. \$ 44. \$ 45. \$ 46. \$ 47.	The custom of merchants Statutes 3 & 4 Anne, cb. IX. Triumph of law merchant. Transfer by whom made. Transfer and the right to indorsement. Purchaser for value without notice. Negligence as affecting liability. Rights of holder in due course. Bona fide purchasers for value. When instrument is overdue. An instrument once negotiable remains negotiable. PART II CHAPTER VI	43 43 45 50 51 52 53 54 60 62 65
	Consideration	
	Value or valuable consideration	67 68
	CHAPTER VII	
	Overdue and Dishonored Instruments, Etc.	
§ 52. § 53. § 54. § 55. § 56. § 57. § 58.	Rights of taker of overdue instrument. Overdue or dishonored instruments. Transfer of overdue instruments. Lost or stolen. Reasonable time. Status of dishonored bill. Protest for non-acceptance or non-payment. Installment note when overdue. Physical destruction of an instrument.	72 72 72 74 76 76 77 77

CONTENTS

ī,

χū

		SALVANA MARKA MARKA MARKA	PAGN
5	60.	Alteration	81
	61.	Retransfer of an instrument	83
•	62.	Acceptor's liability	83
		CHAPTER VIII	
		Presentment and Protest	
6	63.	Presentment necessary	85
ě		Presentment for acceptance under the N. I. L	87
i	65.	Presentment for payment under the N. I. L	87
6		Obligation of the drawer and indorser	88
ě	67.	Protest	89
ē		Notice of dishonor	89
		Surrender of the instrument to drawer or indorser	90
-		Presentment for acceptance	90
ě		Joint drawees	93
ě		Presentment for payment	98
ē	73.	Notice of dishonor	95
ē	74.	What constitutes a check	97
		When check must be presented	97
		Certified checks	98
		CHAPTER IX	
		Certificates of Deposit	
8	77.	Origin of	100
8	78.	Equivalent to a promiseory note	100
		Negotiability	
		CHAPTER X	
		Negotiable Instruments as Specialties	
	en	Two classes of specialties	107
		Who may be sued on a negotiable instrument	
		Negotiable instrument treated as specialty in pleading	
		Negotiable instrument treated as specialty in pleading Negotiable instrument as merger of a debt	
		Negotiable instrument as merger of a debt. Negotiable instrument valid without consideration	
¥	021	Tregonisoro most amente rona without consideration	110

28 ** $\bar{\kappa}($ · <u>i</u> e g ₩ III ₩ III \$2 17 · V ()

LAW OF BILLS, NOTES, AND CHECKS

PART I

INTRODUCTION

In writing for beginners this elementary treatise on the law of bills, notes, checks and certificates of deposit, I have tried to keep certain aims in mind. Besides seeking to impart the rudiments of knowledge of this difficult but interesting subject, I have tried to inculcate upon my students the necessity of careful study of the cases, and of thinking out for themselves solutions of the problems discussed. Only by so doing can they become able to express opinions that are more than mere parrot-like imitations of what they have been told.

In my opinion, to become a lawyer, the student must cultivate the habit of arriving at his own independent judgment upon the correctness of every decision he studies. Right decisions will at all times bear the light of day, while it is always in order to show incorrect reasoning—however great the reputation of the judges—provided it is done in the right spirit and without calling names.

I am a firm believer in the historical method of studying the origin of law through a chronological study of the cases and the statutes. To this end I have added the date of every decision. Many lawyers argue their cases with citations of decisions on their briefs without any attention to their order; with the result, sometimes, of finding that the decisions on which they rely were overruled by later decisions or by a statute that has superseded them. You