

CAP. 262.

CYPRUS

BILLS OF EXCHANGE

CHAPTER 262 OF THE LAWS

1959 EDITION

PRINTED BY

C. F. ROWORTH LIMITED, 54, GRAFTON WAY, LONDON, W.1.

[Appointed by the Government of Cyprus the Government Printers of this Edition of Laws within the meaning of the Evidence (Colonial Statutes) Act, 1907.]

1959

1(2)

CHAPTER 262.

BILLS OF EXCHANGE LAW.

ARRANGEMENT OF SECTIONS.

PART I.

PRELIMINARY.

Section		Page
1	Short title ...	4
2	Interpretation ...	4

PART II.

BILLS OF EXCHANGE.

Form and Interpretation.

3	Bill of exchange defined ...	5
4	Inland and foreign bills ...	5
5	Effect where different parties to bill are the same person ...	6
6	Address to drawee ...	6
7	Certainty required as to payee ...	6
8	What bills are negotiable ...	6
9	Sum payable ...	7
10	Bill payable on demand ...	7
11	Bill payable at a future time ...	7
12	Omission of date in bill payable after date ...	7
13	Ante-dating and post-dating ...	8
14	Computation of time of payment ...	8
15	Referee in case of need ...	8
16	Optional stipulation by drawer or indorser ...	9
17	Definition and requisites of acceptance ...	9
18	Time for acceptance ...	9
19	General and qualified acceptance ...	9
20	Inchoate instruments ...	10
21	Delivery ...	10

CAPACITY AND AUTHORITY OF PARTIES.

22	Capacity of parties ...	11
23	Signature essential to liability ...	11
24	Forged or unauthorized signature ...	11
25	Procurator signatures ...	12
26	Person signing as agent or in representative capacity ...	12

THE CONSIDERATION FOR A BILL.

27	Value and holder for value... ...	12
28	Accommodation bill or party ...	13
29	Holder in due course ...	13
30	Presumption of value and good faith ...	13

NEGOTIATION OF BILLS.

31	Negotiation of bill ...	14
32	Requisites for a valid indorsement ...	14
33	Conditional indorsement ...	15
34	Indorsement in blank and special indorsement ...	15
35	Restrictive indorsement ...	15
36	Negotiation of overdue or dishonoured bill ...	16
37	Negotiation of bill to party already liable thereon ...	16
38	Rights of the holder ...	16

GENERAL DUTIES OF THE HOLDER.

39	When presentment for acceptance is necessary ...	17
40	Time for presenting bill payable after sight ...	17

<i>Section</i>	<i>Page</i>
41 Rules as to presentment for acceptance, and excuses for non-presentment	17
42 Non-acceptance	18
43 Dishonour by non-acceptance and its consequences	18
44 Duties as to qualified acceptance	19
45 Rules as to presentment for payment	19
46 Excuses for delay or non-presentment for payment	20
47 Dishonour by non-payment	21
48 Notice of dishonour and effect of non-notice	21
49 Rules as to notice of dishonour	21
50 Excuses for non-notice and delay	23
51 Protest of bill	24
52 Duties of holder as regards drawee or acceptor	26
LIABILITIES OF PARTIES.	
53 Funds in hands of drawee	26
54 Liability of acceptor	26
55 Liability of drawer or indorser	27
56 Stranger signing bill liable as indorser	27
57 Measure of damages against parties of dishonoured bill	27
58 Transferor by delivery and transferee	28
DISCHARGE OF BILLS.	
59 Payment in due course	28
60 Banker paying demand draft whereon indorsement is forged	29
61 Acceptor, the holder at maturity	29
62 Express waiver	29
63 Cancellation	29
64 Alteration of bill	30
ACCEPTANCE AND PAYMENT FOR HONOUR.	
65 Acceptance for honour supra protest	30
66 Liability of acceptor for honour	31
67 Presentment to acceptor for honour	31
68 Payment for honour supra protest	31
LOST INSTRUMENT.	
69 Holder's right to duplicate of lost bill	32
70 Action on lost bill	32
BILL IN A SET.	
71 Rules as to sets	32
CONFLICT OF LAWS.	
72 Rules where laws conflict	33
PART III.	
CHEQUES ON BANKER.	
73 Cheque defined	34
74 Presentment of cheque for payment	34
75 Revocation of banker's authority	35
CROSSED CHEQUES.	
76 General and special crossing defined	35
77 Crossing by drawer or after issue.	35
78 Crossing a material part of cheque	36
79 Duties of banker as to crossed cheques	36
80 Protection to banker and drawer where cheque is crossed	36
81 Effect of crossing on holder	37
82 Protection to collecting banker	37
PART IV.	
PROMISSORY NOTES.	
83 Promissory note defined	37
84 Delivery necessary	38

<i>Section</i>	<i>Page</i>
85 Joint and several notes ...	38
86 Note payable on demand ...	38
87 Presentment of note for payment ...	38
88 Liability of maker ...	38
89 Application of Part II to notes ...	39

PART V.

SUPPLEMENTARY.

90 Good faith ...	39
91 Signature ...	39
92 Computation of time ...	39
93 Dividend warrants may be crossed ...	40
94 Limitation ...	40
95 Savings ...	40
FIRST SCHEDULE ...	40
SECOND SCHEDULE ...	41

TO AMEND THE LAW RELATING TO BILLS OF EXCHANGE,
CHEQUES, AND PROMISSORY NOTES.

1949
Cap. 189.

[12th May, 1928.]

PART I.

PRELIMINARY.

Short title.

1. This Law may be cited as the Bills of Exchange Law.

Interpreta-
tion.

2. In this Law—

“acceptance” means an acceptance completed by delivery or notification;

“action” includes counter claim and set off;

“banker” includes a body of persons whether incorporated or not who carry on the business of banking;

“bankrupt” includes any person whose estate is vested in a trustee or assignee under the law for the time being in force relating to bankruptcy;

“bearer” means the person in possession of a bill or note which is payable to bearer;

“bill” means bill of exchange, and “note” means promissory note;

“delivery” means transfer of possession, actual or constructive, from one person to another;

“holder” means the payee or indorsee of a bill or note who is in possession of it, or the bearer thereof;

“indorsement” means an indorsement completed by delivery;

“ issue ” means the first delivery of a bill, note or cheque, complete in form to a person who takes it as a holder;

“ person ” includes a body of persons whether incorporated or not;

“ value ” means valuable consideration;

“ written ” includes printed, and “ writing ” includes print.

PART II.

BILLS OF EXCHANGE.

Form and Interpretation.

3. (1) A bill of exchange is an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand or at a fixed or determinable future time a sum certain in money to or to the order of a specified person, or to bearer.

Bill of
exchange
defined.

(2) An instrument which does not comply with these conditions, or which orders any act to be done in addition to the payment of money, is not a bill of exchange.

(3) An order to pay out of a particular fund is not unconditional within the meaning of this section; but an unqualified order to pay coupled with (a) an indication of a particular fund out of which the drawee is to reimburse himself or a particular account to be debited with the amount, or (b) a statement of the transaction which gives rise to the bill, is unconditional.

(4) a bill is not invalid by reason—

(a) that it is not dated;

(b) that it does not specify the value given, or that any value has been given therefor;

(c) that it does not specify the place where it is drawn or the place where it is payable.

4. (1) An inland bill is a bill which is or on the face of it purports to be—

Inland and
foreign bills.

(a) both drawn and payable within Cyprus; or,

(b) drawn within Cyprus upon some person resident therein.

Any other bill is a foreign bill.

(2) Unless the contrary appear on the face of the bill the holder may treat it as an inland bill.

Effect where
different
parties to
bills are the
same person.

5. (1) A bill may be drawn payable to, or to the order of the drawer; or it may be drawn payable to, or to the order of, the drawee.

(2) Where in a bill drawer and drawee are the same person, or where the drawee is a fictitious person or a person not having capacity to contract, the holder may treat the instrument, at his option, either as a bill of exchange or as a promissory note.

Address to
drawee.

6. (1) The drawee must be named or otherwise indicated in a bill with reasonable certainty.

(2) A bill may be addressed to two or more drawees whether they are partners or not, but an order addressed to two drawees in the alternative or to two or more drawees in succession is not a bill of exchange.

Certainty
required as
to payee.

7. (1) Where a bill is not payable to bearer, the payee must be named or otherwise indicated therein with reasonable certainty.

(2) A bill may be made payable to two or more payees jointly, or it may be made payable in the alternative to one or two, or one or some of several payees. A bill may also be made payable to the holder of an office for the time being.

(3) Where the payee is a fictitious or non-existing person the bill may be treated as payable to bearer.

What bills
are negoti-
able.

8. (1) When a bill contains words prohibiting transfer, or indicating an intention that it should not be transferable, it is valid as between the parties thereto, but is not negotiable.

(2) A negotiable bill may be payable either to order or to bearer.

(3) A bill is payable to bearer which is expressed to be so payable, or on which the only or last indorsement is an indorsement in blank.

(4) A bill is payable to order which is expressed to be so payable, or which is expressed to be payable to a particular person, and does not contain words prohibiting transfer or indicating an intention that it should not be transferable.

(5) Where a bill, either originally or by indorsement, is expressed to be payable to the order of a specified person, and not to him or his order, it is nevertheless payable to him or his order at his option.

9. (1) The sum payable by a bill is a sum certain within the meaning of this Law, although it is required to be paid— Sum payable.

- (a) with interest;
- (b) by stated instalments;
- (c) by stated instalments, with a provision that upon default in payment of any instalment the whole shall become due;
- (d) according to an indicated rate of exchange or according to a rate of exchange to be ascertained as directed by the bill.

(2) Where the sum payable is expressed in words and also in figures, and there is a discrepancy between the two, the sum denoted by the words is the amount payable.

(3) Where a bill is expressed to be payable with interest, unless the instrument otherwise provides, interest runs from the date of the bill, and if the bill is undated from the issue thereof.

10. (1) A bill is payable on demand—

- (a) which is expressed to be payable on demand or at sight, or on presentation; or Bill payable on demand.
- (b) in which no time for payment is expressed.

(2) Where a bill is accepted or indorsed when it is overdue, it shall, as regards the acceptor who so accepts, or any indorser who so indorses it, be deemed a bill payable on demand.

11. A bill is payable at a determinable future time within the meaning of this Law which is expressed to be payable— Bill payable at a future time.

- (a) at a fixed period after date or sight;
- (b) on or at a fixed period after the occurrence of a specified event which is certain to happen, though the time of happening may be uncertain.

An instrument expressed to be payable on a contingency is not a bill, and the happening of the event does not cure the defect.

12. Where a bill expressed to be payable at a fixed period after date is issued undated, or where the acceptance of a Omission of date in bill payable after date.

bill payable at a fixed period after sight is undated, any holder may insert therein the true date of issue or acceptance, and the bill shall be payable accordingly:

Provided that—

- (a) where the holder in good faith and by mistake inserts a wrong date, and
- (b) in every case where a wrong date is inserted, if the bill subsequently comes into the hands of a holder in due course,

the bill shall not be avoided thereby, but shall operate and be payable as if the date inserted had been the true date.

Ante-dating
and post-
dating.

13. (1) Where a bill or an acceptance or any indorsement on a bill is dated, the date shall, unless the contrary be proved, be deemed to be the true date of the drawing, acceptance, or indorsement, as the case may be.

(2) A bill is not invalid by reason only that it is ante-dated or post-dated, or that it bears date on a Sunday.

Computation
of time of
payment.

14. Where a bill is not payable on demand, the day on which it falls due is determined as follows—

- (a) the bill is due and payable on the day of payment as fixed by the bill: Provided that when such day of payment falls on a "non-business" day the bill is due and payable on the next following business day;
- (b) where a bill is payable at a fixed period after date, after sight, or after the happening of a specified event, the time of payment is determined by excluding the day from which the time is to begin to run and by including the day of payment;
- (c) where a bill is payable at a fixed period after sight, the time begins to run from the date of the acceptance if the bill be accepted, and from the date of noting and protest, if the bill be noted, and protested for non-acceptance or for non-delivery.

The term "month" in a bill means calendar month.

Referee in
case of need.

15. The drawer of a bill and any indorser may insert therein the name of a person to whom the holder may resort in case of need, that is to say, in case the bill is dishonoured by non-acceptance or non-payment. Such person is called

the referee in case of need. It is in the option of the holder to resort to the referee in case of need or not as he may think fit.

16. The drawer of a bill, and any indorser, may insert therein an expressed stipulation—

Optional stipulation by drawer or indorser.

- (a) negating or limiting his own liability to the holder;
- (b) waiving as regards himself some or all of the holder's duties.

17. (1) The acceptance of a bill is the signification by the drawee of his assent to the order of the drawer.

Definition and requisites of acceptance.

(2) An acceptance is invalid unless it complies with the following conditions, namely—

- (a) it must be written on the bill and be signed by the drawee. The mere signature of the drawee without additional words is sufficient;
- (b) it must not express that the drawee will perform his promise by any other means than the payment of money.

18. A bill may be accepted—

Time for acceptance.

- (a) before it has been signed by the drawer, or while otherwise incomplete;
- (b) when it is overdue, or after it has been dishonoured by a previous refusal to accept, or by non-payment;
- (c) when a bill payable after sight is dishonoured by non-acceptance, and the drawee subsequently accepts it, the holder, in the absence of any different agreement, is entitled to have the bill accepted as of the date of first presentment to the drawee for acceptance.

19. (1) An acceptance is either

General and qualified acceptance.

- (a) general or
- (b) qualified.

(2) A general acceptance assents without qualification to the order of the drawer. A qualified acceptance in express terms varies the effect of the bill as drawn.

In particular an acceptance is qualified which is—

- (a) conditional, that is to say, which makes payment by the acceptor dependent on the fulfilment of a condition therein stated;

- (b) partial, that is to say, an acceptance to pay part only of the amount for which the bill is drawn;
- (c) local, that is to say, an acceptance to pay only at a particular specified place;

An acceptance to pay at a particular place is a general acceptance, unless it expressly states that the bill is to be paid there only and not elsewhere;

- (d) qualified as to time;
- (e) the acceptance of some one or more of the drawees, but not of all.

Inchoate
instruments.

20. (1) Where a simple signature on a blank stamped paper is delivered by the signer in order that it may be converted into a bill, it operates as a *prima facie* authority to fill it up as a complete bill for any amount the stamp will cover, using the signature for that of the drawer, or the acceptor, or an indorser; and, in like manner, when a bill is wanting in any material particular, the person in possession of it has a *prima facie* authority to fill up the omission in any way he thinks fit.

(2) In order that any such instrument when completed may be enforceable against any person who became a party thereto prior to its completion, it must be filled up within a reasonable time, and strictly in accordance with the authority given. Reasonable time for this purpose is a question of fact:

Provided that if any such instrument after completion is negotiated to a holder in due course it shall be valid and effectual for all purposes in his hands, and he may enforce it as if it had been filled up within a reasonable time and strictly in accordance with the authority given.

Delivery.

21. (1) Every contract on a bill, whether it be the drawer's, the acceptor's or an indorser's, is incomplete and revocable, until delivery of the instrument in order to give effect thereto:

Provided that where an acceptance is written on a bill, and the drawee gives notice to or according to the directions of the person entitled to the bill that he has accepted it, the acceptance then becomes complete and irrevocable.

(2) As between immediate parties, and as regards a remote party other than a holder in due course, the delivery—

- (a) in order to be effectual must be made either by or

under the authority of the party drawing, accepting, or indorsing, as the case may be;

- (b) may be shown to have been conditional or for a special purpose only and not for the purpose of transferring the property in the bill.

But if the bill be in the hands of a holder in due course a valid delivery of the bill by all parties prior to him so as to make them liable to him is conclusively presumed.

(3) Where a bill is no longer in the possession of a party who has signed it as drawer, acceptor, or indorser, a valid and unconditional delivery by him is presumed until the contrary is proved.

CAPACITY AND AUTHORITY OF PARTIES.

22. (1) Capacity to incur liability as a party to a bill is co-extensive with capacity to contract: Capacity of parties.

Provided that nothing in this section shall enable a corporation to make itself liable as drawer, acceptor, or indorser of a bill unless it is competent to it so to do under the law for the time being in force relating to corporations.

(2) Where a bill is drawn or indorsed by an infant, minor, or corporation having no capacity or power to incur liability on a bill, the drawing or indorsement entitles the holder to receive payment of the bill and to enforce it against any other party thereto.

23. No person is liable as drawer, indorser, or acceptor of a bill who has not signed it as such: Signature essential to liability.

Provided that—

- (a) where a person signs a bill in a trade or assumed name, he is liable thereon as if he had signed it in his own name;
- (b) the signature of the name of a firm is equivalent to the signature by the person so signing of the names of all persons liable as partners in that firm.

24. Subject to the provisions of this Law, where a signature on a bill is forged or placed thereon without the authority of the person whose signature it purports to be, the forged or unauthorized signature is wholly inoperative, and no right to retain the bill or to give a discharge therefor Forged or unauthorized signature.

or to enforce payment thereof against any party thereto can be acquired through or under that signature, unless the party against whom it is sought to retain or enforce payment of the bill is precluded from setting up the forgery or want of authority:

Provided that nothing in this section shall affect the ratification of an unauthorized signature not amounting to a forgery.

Procurator
signatures.

25. A signature by procuration operates as notice that the agent has but a limited authority to sign, and the principal is only bound by such signature if the agent in so signing was acting within the actual limits of his authority.

Person
signing as
agent or in
representa-
tive
capacity.

26. (1) Where a person signs a bill as drawer, indorser, or acceptor, and adds words to his signature, indicating that he signs for or on behalf of a principal, or in a representative character, he is not personally liable thereon; but the mere addition to his signature of words describing him as an agent, or as filling a representative character, does not exempt him from personal liability.

(2) In determining whether a signature on a bill is that of the principal or that of the agent by whose hand it is written, the construction most favourable to the validity of the instrument shall be adopted.

THE CONSIDERATION FOR A BILL.

Value and
holder for
value.

27. (1) Valuable consideration for a bill may be constituted by—

- (a) any consideration sufficient to support a contract;
- (b) an antecedent debt or liability. Such a debt or liability is deemed valuable consideration whether the bill is payable on demand or at a future time.

(2) Where value has at any time been given for a bill the holder is deemed to be a holder for value as regards the acceptor and all parties to the bill who become parties prior to such time.

(3) Where the holder of a bill has a lien on it arising either from contract or by implication of law, he is deemed to be a holder for value to the extent of the sum for which he has a lien.

28. (1) An accommodation party to a bill is a person who has signed a bill as drawer, acceptor, or indorser, without receiving value therefor, and for the purpose of lending his name to some other person.

Accommodation bill or party.

(2) An accommodation party is liable on the bill to a holder for value; and it is immaterial whether, when such holder took the bill, he knew such party to be an accommodation party or not.

29. (1) A holder in due course is a holder who has taken a bill, complete and regular on the face of it, under the following conditions, namely:—

Holder in due course

- (a) that he became the holder of it before it was overdue, and without notice that it had been previously dishonoured, if such was the fact;
- (b) that he took the bill in good faith and for value, and that at the time the bill was negotiated to him he had no notice of any defect in the title of the person who negotiated it.

(2) In particular the title of a person who negotiates a bill is defective within the meaning of this Law when he obtained the bill, or the acceptance thereof, by fraud, duress, or force and fear, or other unlawful means, or for an illegal consideration, or when he negotiates it in breach of faith, or under such circumstances as amount to a fraud.

(3) A holder (whether for value or not) who derives his title to a bill through a holder in due course, and who is not himself a party to any fraud or illegality affecting it, has all the rights of that holder in due course as regards the acceptor and all parties to the bill prior to that holder.

30. (1) Every party whose signature appears on a bill is *prima facie* deemed to have become a party thereto for value.

Presumption of value and good faith.

(2) Every holder of a bill is *prima facie* deemed to be a holder in due course; but if in an action on a bill it is admitted or proved that the acceptance, issue, or subsequent negotiation of the bill is affected with fraud, duress, or force and fear, or illegality, the burden of proof is shifted, unless and until the holder proves that, subsequent to the alleged fraud or illegality, value has in good faith been given for the bill.

NEGOTIATION OF BILLS.

Negotiation
of bill.

31. (1) A bill is negotiated when it is transferred from one person to another in such manner as to constitute the transferee the holder of the bill.

(2) A bill payable to bearer is negotiated by delivery.

(3) A bill payable to order is negotiated by the indorsement of the holder completed by delivery.

(4) Where the holder of a bill payable to his order transfers it for value without indorsing it, the transfer gives the transferee such title as the transferor had in the bill, and the transferee in addition acquires the right to have the indorsement of the transferor.

(5) Where any person is under obligation to indorse a bill in a representative capacity, he may indorse the bill in such terms as to negative personal liability.

Requisites
of a valid
indorsement.

32. An indorsement in order to operate as a negotiation must comply with the following conditions, namely—

(a) it must be written on the bill itself and be signed by the indorser. The simple signature of the indorser on the bill, without additional words, is sufficient.

An indorsement written on an allonge, or on a "copy" of a bill issued or negotiated in a country where "copies" are recognised, is deemed to be written on the bill itself;

(b) it must be an indorsement of the entire bill. A partial indorsement, that is to say, an indorsement which purports to transfer to the indorsee a part only of the amount payable, or which purports to transfer the bill to two or more indorsees severally does not operate as a negotiation of the bill;

(c) where a bill is payable to the order of two or more payees or indorsees who are not partners, all must indorse, unless the one indorsing has authority to indorse for the others;

(d) where, in a bill payable to order, the payee or indorsee is wrongly designated, or his name is misspelt, he may indorse the bill as therein described, adding, if he thinks fit, his proper signature;

- (e) where there are two or more indorsements on a bill, each indorsement is deemed to have been made in the order in which it appears on the bill, until the contrary is proved;
- (f) an indorsement may be made in blank or special. It may also contain certain terms making it restrictive.

33. Where a bill purports to be indorsed conditionally, the condition may be disregarded by the payer, and payment to the indorsee is valid whether the condition has been fulfilled or not. Conditional indorsement.

34. (1) An indorsement in blank specifies no indorsee, and a bill so indorsed becomes payable to bearer. Indorsement in blank and special indorsement.

(2) A special indorsement specifies the person to whom or to whose order, the bill is to be payable.

(3) The provisions of this Law relating to a payee apply with the necessary modifications, to an indorsee under a special indorsement.

(4) When a bill has been indorsed in blank, any holder may convert the blank indorsement into a special indorsement by writing above the indorser's signature a direction to pay the bill to or to the order of himself or some other person.

35. (1) An indorsement is restrictive which prohibits the further negotiation of the bill or which expresses that it is a mere authority to deal with the bill as thereby directed and not a transfer of the ownership thereof, as, for example, if a bill be indorsed "Pay D. only" or "Pay D. for the account of X." or "Pay D. or order for collection." Restrictive indorsement

(2) A restrictive indorsement gives the indorsee the right to receive payment of the bill and to sue any party thereto that his indorser could have sued, but gives him no power to transfer his rights as indorsee unless it expressly authorizes him to do so.

(3) Where a restrictive indorsement authorizes further transfer, all subsequent indorsees take the bill with the same rights and subject to the same liabilities as the first indorsee under the restrictive indorsement.

Negotiation
of overdue or
dishonoured
bill.

36. (1) Where a bill is negotiable in its origin it continues to be negotiable until it has been—

- (a) restrictively indorsed, or
- (b) discharged by payment or otherwise.

(2) Where an overdue bill is negotiated, it can only be negotiated subject to any defect of title affecting it at its maturity, and thenceforward no person who takes it can acquire or give a better title than that which the person from whom he took it had.

(3) A bill payable on demand is deemed to be overdue within the meaning and for the purposes of this section, when it appears on the face of it to have been in circulation for an unreasonable length of time. What is an unreasonable length of time for this purpose is a question of fact.

(4) Except where an indorsement bears date after the maturity of the bill, every negotiation is *prima facie* deemed to have been effected before the bill was overdue.

(5) Where a bill which is not overdue has been dishonoured any person who takes it with notice of the dishonour takes it subject to any defect of title attaching thereto at the time of dishonour, but nothing in this section shall affect the rights of a holder in due course.

Negotiation
of bill to
party
already
liable
thereon.

37. Where a bill is negotiated back to the drawer or, to a prior indorser or to the acceptor, such party may, subject to the provisions of this Law, re-issue and further negotiate the bill but he is not entitled to enforce payment of the bill against any intervening party to whom he was previously liable.

Rights of
the holder.

38. The rights and powers of the holder of a bill are as follows—

- (a) he may sue on the bill in his own name;
- (b) where he is a holder in due course, he holds the bill free from any defect of title of prior parties, as well as from mere personal defences available to prior parties among themselves, and may enforce payment against all parties liable on the bill;
- (c) where his title is defective,
 - (i) if he negotiates the bill to a holder in due course, that holder obtains a good and complete title to the bill, and

(ii) if he obtains payment of the bill the person who pays him in due course gets a valid discharge for the bill.

GENERAL DUTIES OF THE HOLDER.

39. (1) Where a bill is payable after sight, presentment for acceptance is necessary in order to fix the maturity of the instrument.

When presentment for acceptance is necessary.

(2) Where a bill expressly stipulates that it shall be presented for acceptance, or where a bill is drawn payable elsewhere than at the residence or place of business of the drawee, it must be presented for acceptance before it can be presented for payment.

(3) In no other case is presentment for acceptance necessary in order to render liable any party to the bill.

(4) Where the holder of a bill, drawn payable elsewhere than at the place of business or residence of the drawee, has not time, with the exercise of reasonable diligence, to present the bill for acceptance before presenting it for payment on the day that it falls due, the delay caused by presenting the bill for acceptance before presenting it for payment is excused, and does not discharge the drawer and indorsers.

40. (1) Subject to the provisions of this Law, when a bill payable after sight is negotiated, the holder must either present it for acceptance or negotiate it within a reasonable time.

Time for presenting bill payable after sight.

(2) If he do not do so, the drawer and all indorsers prior to that holder are discharged.

(3) In determining what is a reasonable time within the meaning of this section, regard shall be had to the nature of the bill, the usage of trade with respect to similar bills, and the facts of the particular case.

41. (1) A bill is duly presented for acceptance which is presented in accordance with the following rules—

- (a) the presentment must be made by or on behalf of the holder to the drawee or to some person authorized to accept or refuse acceptance on his behalf at a reasonable hour on a business day and before the bill is overdue;

Rules as to presentment for acceptance, and excuses for non-presentment.

- (b) where a bill is addressed to two or more drawees, who are not partners, presentment must be made to them all, unless one has authority to accept for all, then presentment may be made to him only;
- (c) where the drawee is dead presentment may be made to his heirs or to his personal representative;
- (d) where the drawee is bankrupt presentment may be made to him or to his trustee;
- (e) where authorized by agreement or usage, a presentment through the post office is sufficient.

(2) Presentment in accordance with these rules is excused, and a bill may be treated as dishonoured by non-acceptance—

- (a) where the drawee is dead or bankrupt or is a fictitious person or a person not having capacity to contract by bill;
- (b) where, after the exercise of reasonable diligence, such presentment cannot be effected;
- (c) where although the presentment has been irregular, acceptance has been refused on some other ground.

(3) The fact that the holder has reason to believe that the bill, on presentment, will be dishonoured does not excuse presentment.

Non-acceptance.

42. When a bill is duly presented for acceptance and is not accepted within the customary time, the person presenting it must treat it as dishonoured by non-acceptance. If he do not, the holder shall lose his right of recourse against the drawer and indorsers.

Dishonour by non-acceptance and its consequences.

43. (1) A bill is dishonoured by non-acceptance—

- (a) when it is duly presented for acceptance, and such an acceptance as is prescribed by this Law is refused or cannot be obtained; or
- (b) when presentment for acceptance is excused and the bill is not accepted.

(2) Subject to the provisions of this Law when a bill is dishonoured by non-acceptance, an immediate right of recourse against the drawer and indorsers accrues to the holder, and no presentment for payment is necessary.

44. (1) The holder of a bill may refuse to take a qualified acceptance, and if he does not obtain an unqualified acceptance may treat the bill as dishonoured by non-acceptance. Duties as to qualified acceptances.

(2) Where a qualified acceptance is taken, and the drawer or an indorser has not expressly or impliedly authorized the holder to take a qualified acceptance, or does not subsequently assent thereto, such drawer or indorser is discharged from his liability on the bill.

The provisions of this subsection do not apply to a partial acceptance, whereof due notice has been given. Where a foreign bill has been accepted as to part, it must be protested as to the balance.

(3) When the drawer or indorser of a bill receives notice of a qualified acceptance, and does not within a reasonable time express his dissent to the holder he shall be deemed have assented thereto.

45. Subject to the provisions of this Law a bill must be duly presented for payment. If it be not so presented the drawer and indorsers shall be discharged. Rules as to presentment for payment.

A bill is duly presented for payment which is presented in accordance with the following rules—

- (a) where the bill is not payable on demand, presentment must be made on the day it falls due;
- (b) Where the bill is payable on demand, then, subject to the provisions of this Law, presentment must be made within a reasonable time after its issue in order to render the drawer liable, and within a reasonable time after its indorsement, in order to render the indorser liable.

In determining what is a reasonable time, regard shall be had to the nature of the bill, the usage of trade with regard to similar bills, and the facts of the particular case;

- (c) presentment must be made by the holder or by some person authorized to receive payment on his behalf at a reasonable hour on a business day, at the proper place as hereinafter defined, either to the person designated by the bill as payer, or to some person authorized to pay or refuse payment on his behalf if with the exercise of reasonable diligence such person can there be found;

(d) a bill is presented at the proper place—

(i) where a place of payment is specified in the bill and the bill is there presented;

(ii) where no place of payment is specified, but the address of the drawee or acceptor is given in the bill, and the bill is there presented;

(iii) where no place of payment is specified and no address given, and the bill is presented at the drawee's or acceptor's place of business if known, and if not, at his ordinary residence if known;

(iv) in any other case if presented to the drawee or acceptor wherever he can be found, or if presented at his last known place of business or residence;

(e) where a bill is presented at the proper place, and after the exercise of reasonable diligence no person authorized to pay or refuse payment can be found there, no further presentment to the drawee, or acceptor is required;

(f) where a bill is drawn upon, or accepted by two or more persons who are not partners, and no place of payment is specified, presentment must be made to them all;

(g) where the drawee or acceptor of a bill is dead, and no place of payment is specified, presentment must be made to his heirs or a personal representative, if such there be, and with the exercise of reasonable diligence he can be found;

(h) where authorized by agreement or usage a presentment through the post office is sufficient.

Excuses for
delay or non-
presentment
for payment.

46. (1) Delay in making presentment for payment is excused when the delay is caused by circumstances beyond the control of the holder, and not imputable to his default, misconduct, or negligence. When the cause of delay ceases to operate presentment must be made with reasonable diligence.

(2) Presentment for payment is dispensed with—

(a) where, after the exercise of reasonable diligence, presentment, as required by this Law, cannot be effected.

The fact that the holder has reason to believe that the bill will, on presentment, be dishon-

oured, does not dispense with the necessity for presentment;

- (b) where the drawee is a fictitious person;
- (c) as regard the drawer, where the drawee or acceptor is not bound, as between himself and the drawer, to accept or pay the bill, and the drawer has no reason to believe that the bill would be paid if presented;
- (d) as regards an indorser, where the bill was accepted or made for the accommodation of that indorser, and he has no reason to expect that the bill would be paid if presented;
- (e) by waiver of presentment express or implied.

47. (1) A bill is dishonoured by non-payment—

Dishonour
by non-
payment.

- (a) when it is duly presented for payment and payment is refused or cannot be obtained, or
- (b) when presentment is excused and the bill is overdue and unpaid.

(2) Subject to the provisions of this Law, when a bill is dishonoured by non-payment, an immediate right of recourse against the drawer and indorsers accrues to the holder.

48. Subject to the provisions of this Law, when a bill has been dishonoured by non-acceptance or by non-payment, notice of dishonour must be given to the drawer and each indorser, and any drawer or indorser to whom such notice is not given is discharged:

Notice of
dishonour
and effect of
non-notice.

Provided that—

- (a) where a bill is dishonoured by non-acceptance, and notice of dishonour is not given, the rights of a holder in due course subsequent to the omission, shall not be prejudiced by the omission;
- (b) where a bill is dishonoured by non-acceptance, and due notice of dishonour is given, it shall not be necessary to give notice of a subsequent dishonour by non-payment unless the bill shall in the meantime have been accepted.

49. Notice of dishonour in order to be valid and effectual must be given in accordance with the following rules—

Rule as to
notice of
dishonour.

- (a) the notice must be given by or on behalf of the

holder, or by or on behalf of an indorser, who at the time of giving it, is himself liable on the bill;

- (b) notice of dishonour may be given by an agent either in his own name, or in the name of any party entitled to give notice whether that party be his principal or not;
- (c) where the notice is given by or on behalf of the holder, it enures for the benefit of all subsequent holders and all prior indorsers who have a right of recourse against the party to whom it is given;
- (d) where notice is given by or on behalf of an indorser entitled to give notice as hereinbefore provided, it enures for the benefit of the holder and all indorsers subsequent to the party to whom notice is given;
- (e) the notice may be given in writing or by personal communication, and may be given in any terms which sufficiently identify the bill, and intimate that the bill has been dishonoured by non-acceptance or non-payment;
- (f) the return of a dishonoured bill to the drawer or an indorser is, in point of form, deemed a sufficient notice of dishonour;
- (g) a written notice need not be signed, and an insufficient written notice may be supplemented and validated by verbal communication. A misdescription of the bill shall not vitiate the notice unless the party to whom the notice is given is in fact misled thereby;
- (h) where notice of dishonour is required to be given to any person, it may be given either to the party himself, or to his agent in that behalf;
- (i) where the drawer or indorser is dead, and the party giving notice knows it, the notice must be given to a personal representative if such there be, and with the exercise of reasonable diligence he can be found;
- (j) where the drawer or indorser is bankrupt, notice may be given either to the party himself or to the trustee;
- (k) where there are two or more drawers or indorsers who are not partners, notice must be given to

each of them, unless one of them has authority to receive such notice for the others;

- (l) the notice may be given as soon as the bill is dishonoured, and must be given within a reasonable time thereafter.

In the absence of special circumstances notice is not deemed to have been given within a reasonable time, unless—

(i) where the person giving and the person to receive notice reside in the same place, the notice is given or sent off in time to reach the latter on the day after the dishonour of the bill;

(ii) where the person giving and the person to receive notice reside in different places, the notice is sent off on the day after the dishonour of the bill, if there be a post at a convenient hour on that day, and if there be no such post on that day then by the next post thereafter;

- (m) where a bill when dishonoured is in the hands of an agent, he may either himself give notice to the parties liable on the bill, or he may give notice to his principal. If he give notice to his principal, he must do so within the same time as if he were the holder, and the principal upon receipt of such notice has himself the same time for giving notice as if the agent has been an independent holder;

- (n) where a party to a bill receives due notice of dishonour, he has after the receipt of such notice the same period of time for giving notice to antecedent parties that the holder has after the dishonour;

- (o) where a notice of dishonour is duly addressed and posted by registered letter, the sender is deemed to have given due notice of dishonour, notwithstanding any miscarriage by the post office.

50. (1) Delay in giving notice of dishonour is excused where the delay is caused by circumstances beyond the control of the party giving notice, and not imputable to his default, misconduct, or negligence. When the cause of delay ceases to operate the notice must be given with reasonable diligence.

Excuses
for non-
notice and
delay.

(2) Notice of dishonour is dispensed with—

- (a) when, after the exercise of reasonable diligence, notice as required by this Law cannot be given to or does not reach the drawer or indorser sought to be charged;
- (b) by waiver expressed or implied. Notice of dishonour may be waived before the time of giving notice has arrived, or after the omission to give due notice;
- (c) as regards the drawer in the following cases, namely—
 - (i) where drawer and drawee are the same person,
 - (ii) where the drawee is a fictitious person or a person not having capacity to contract,
 - (iii) where the drawer is the person to whom the bill is presented for payment,
 - (iv) where the drawee or acceptor is as between himself and the drawer under no obligation to accept or pay the bill,
 - (v) where the drawer has countermanded payment;
- (d) as regards the indorser in the following cases, namely:—
 - (i) where the drawee is a fictitious person or a person not having capacity to contract and the indorser was aware of the fact at the time he indorsed the bill,
 - (ii) where the indorser is the person to whom the bill is presented for payment,
 - (iii) where the bill was accepted or made for his accommodation.

Protest of
bill.

51. Where an inland bill has been dishonoured it may, if the holder think fit, be protested for non-acceptance or non-payment, as the case may be; but it shall not be necessary to protest any such bill in order to preserve the recourse against the drawer or indorser.

(2) Where a foreign bill, appearing on the face of it to be such, has been dishonoured by non-acceptance it must be duly protested for non-acceptance, and where a bill which has not been previously dishonoured by non-acceptance, is dishonoured by non-payment, it must be duly protested for

non-payment. If it be not so protested the drawer and the indorsers are discharged. Where a bill does not appear on the face of it to be a foreign bill, protest thereof in case of dishonour is unnecessary.

(3) A bill which has been protested for non-acceptance may be subsequently protested for non-payment.

(4) Subject to the provisions of this Law, when a bill is protested, it may be protested on the day of dishonour and must be protested not later than the next succeeding business day.

(5) Where the acceptor of a bill becomes bankrupt or insolvent or suspends payment before it matures, the holder may cause the bill to be protested for better security against the drawer and indorsers.

(6) A bill must be protested in the District Court of the place where it is dishonoured:

Provided that—

(a) when a bill is presented through the post office, and returned by post dishonoured, it may be protested in the District Court of the place to which it is returned;

(b) when a bill drawn payable at the place of business or residence of some person other than the drawee, has been dishonoured by non-acceptance, it must be protested for non-payment in the District Court of the place where it is expressed to be payable and no further presentment for payment to, or demand on, the drawee is necessary.

(7) (a) A bill shall be protested in the manner prescribed in the First Schedule hereto; First
Schedule.

(b) the forms in the Second Schedule hereto may be employed for the making of protests under this section with such variations as the circumstances of the case may require. Second
Schedule.

(8) Where a bill is lost or destroyed, or is wrongly detained from the person entitled to hold it, protest may be made on a copy or written particulars thereof.

(9) Protest is dispensed with by any circumstance which would dispense with notice of dishonour. Delay in protesting is excused when the delay is caused by circumstances

to have been cancelled the burden of proof lies on the party who alleges that the cancellation was made unintentionally, or under a mistake, or without authority.

Alteration of bill.

64. (1) Where a bill or acceptance is materially altered without the assent of all parties liable on the bill, the bill is avoided except as against a party who has himself made, authorised, or assented to the alteration, and subsequent indorsers:

Provided that:—

Where a bill has been materially altered, but the alteration is not apparent, and the bill is in the hands of a holder in due course such holder may avail himself of the bill as if it had not been altered, and may enforce payment of it according to its original tenor.

(2) In particular the following alterations are material, namely, any alteration of the date, the sum payable, the time of payment, the place of payment, and, where a bill has been accepted generally, the addition of a place of payment without the acceptor's assent.

ACCEPTANCE AND PAYMENT FOR HONOUR.

Acceptance for honour supra protest.

65. (1) Where a bill of exchange has been protested for dishonour by non-acceptance, or protested for better security, and is not overdue, any person, not being a party already liable thereon, may, with the consent of the holder, intervene and accept the bill supra protest, for the honour of any party liable thereon, or for the honour of the person for whose account the bill is drawn.

(2) A bill may be accepted for honour for part only of the sum for which it is drawn.

(3) An acceptance for honour supra protest in order to be valid must—

(a) be written on the bill, and indicate that it is an acceptance for honour;

(b) be signed by the acceptor for honour.

(4) Where an acceptance for honour does not expressly state for whose honour it is made, it is deemed to be an acceptance for the honour of the drawer.

(5) Where a bill payable after sight is accepted for honour, its maturity is calculated from the date of the protest for non-acceptance, and not from the date of the acceptance for honour.

66. (1) The acceptor for honour of a bill by accepting it engages that he will, on due presentment, pay the bill according to the tenor of his acceptance, if it is not paid by the drawee, provided it has been duly presented for payment, and protested for non-payment, and that he receives notice of these facts.

Liability of
acceptor for
honour.

(2) The acceptor for honour is liable to the holder and to all parties to the bill subsequent to the party for whose honour he has accepted.

67. (1) Where a dishonoured bill has been accepted for honour supra protest, or contains a reference in case of need, it must be protested for non-payment before it is presented for payment to the acceptor for honour, or referee in case of need.

Presentment
to acceptor
for honour.

(2) Where the address of the acceptor for honour is in the same place where the bill is protested for non-payment, the bill must be presented to him not later than the day following its maturity; and where the address of the acceptor for honour is in some place other than the place where it was protested for non-payment, the bill must be forwarded not later than the day following its maturity for presentment to him.

(3) Delay in presentment or non-presentment is excused by any circumstance which would excuse delay in presentment for payment or non-presentment for payment.

(4) When a bill of exchange is dishonoured by the acceptor for honour it must be protested for non-payment by him.

68. (1) Where a bill has been protested for non-payment any person may intervene and pay it supra protest for the honour of any party liable thereon, or for the honour of the person for whose account the bill is drawn.

Payment for
honour supra
protest.

(2) Where two or more persons offer to pay the bill for the honour of different parties, the person whose payment will discharge most parties to the bill shall have the preference.

(3) Payment for honour supra protest, in order to operate as such and not as a mere voluntary payment, must be attested by a note of the Registrar of the District Court in which the bill was protested which note may be appended to the protest or form an extension of it.

- (b) in the case of a bill which has been dishonoured abroad, in lieu of the above damages, the holder may recover from the drawer or an indorser, and the drawer or an indorser who has been compelled to pay the bill may recover from any party liable to him, the amount of the re-exchange with interest thereon until the time of payment;
- (c) where by this Law interest may be recovered as damages, such interest may, if justice require it, be withheld wholly or in part, and where a bill is expressed to be payable with interest at a given rate, interest as damages may or may not be given at the same rate as interest proper.

Transferor
by delivery
and trans-
feree.

58. (1) Where the holder of a bill payable to bearer negotiates it by delivery without indorsing it, he is called a "transferor by delivery."

(2) A transferor by delivery is not liable on the instrument.

(3) A transferor by delivery who negotiates a bill thereby warrants to his immediate transferee being a holder for value that the bill is what it purports to be, that he has a right to transfer it, and that at the time of transfer he is not aware of any fact which renders it valueless.

DISCHARGE OF BILL.

Payment in
due course

59. (1) A bill is discharged by payment in due course by or on behalf of the drawee or acceptor.

"payment in due course" means payment made at or after the maturity of the bill to the holder thereof in good faith and without notice that his title to the bill is defective.

(2) Subject to the provisions hereinafter contained, when a bill is paid by the drawer or an indorser it is not discharged; but—

- (a) where a bill payable to, or to the order of, a third party is paid by the drawer, the drawer may enforce payment thereof against the acceptor, but may not re-issue the bill;
- (b) where a bill is paid by an indorser, or where a bill payable to drawer's order is paid by the

drawer, the party paying it is remitted to his former rights as regards the acceptor or antecedent parties, and he may, if he thinks fit, strike out his own and subsequent indorsements, and again negotiate the bill.

(3) Where an accommodation bill is paid in due course by the party accommodated the bill is discharged.

60. When a bill payable to order on demand is drawn on a banker, and the banker on whom it is drawn pays the bill in good faith and in the ordinary course of business, it is not incumbent on the banker to show that the indorsement of the payee or any subsequent indorsement was made by or under the authority of the person whose indorsement it purports to be, and the banker is deemed to have paid the bill in due course, although such indorsement has been forged or made without authority.

Banker
paying
demand
draft
whereon
indorsement
is forged.

61. When the acceptor of a bill is or becomes the holder of it at or after its maturity, in his own right, the bill is discharged.

Acceptor,
the holder
at maturity.

62. (1) When the holder of a bill at or after its maturity absolutely and unconditionally renounces his rights against the acceptor the bill is discharged.

Express
waiver.

The renunciation must be in writing, unless the bill is delivered up to the acceptor.

(2) The liabilities of any party to a bill may in like manner be renounced by the holder before, at, or after its maturity; but nothing in this section shall affect the rights of a holder in due course without notice of the renunciation.

63. (1) Where a bill is intentionally cancelled by the holder or his agent, and the cancellation is apparent thereon, the bill is discharged.

Cancellation.

(2) In like manner any party liable on a bill may be discharged by the intentional cancellation of his signature by the holder or his agent. In such case any indorser who would have had a right of recourse against the party whose signature is cancelled, is also discharged.

(3) A cancellation made unintentionally, or under a mistake, or without the authority of the holder is inoperative; but where a bill or any signature thereon appears

beyond the control of the holder, and not imputable to his default, misconduct, or negligence. When the cause of delay ceases to operate the bill must be protested with reasonable diligence.

Duties of holder as regards drawee or acceptor.

52. (1) When a bill is accepted generally presentment for payment is not necessary in order to render the acceptor liable.

(2) When by the terms of a qualified acceptance presentment for payment is required, the acceptor, in the absence of an expressed stipulation to that effect, is not discharged by the omission to present the bill for payment on the day that it matures.

(3) In order to render the acceptor of a bill liable it is not necessary to protest it, or that notice of dishonour should be given to him.

(4) Where the holder of a bill presents it for payment, he shall exhibit the bill to the person from whom he demands payment, and when a bill is paid the holder shall forthwith deliver it up to the party paying it.

LIABILITIES OF PARTIES.

Funds in hands of drawee.

53. A bill, of itself, does not operate as an assignment of funds in the hands of the drawee available for the payment thereof, and the drawee of a bill who does not accept as required by this Law is not liable on the instrument.

Liability of acceptor

54. The acceptor of a bill, by accepting it—

(a) engages that he will pay it according to the tenor of his acceptance;

(b) is precluded from denying to a holder in due course—

(i) the existence of the drawer, the genuineness of his signature, and his capacity and authority to draw the bill;

(ii) in the case of a bill payable to drawer's order, the then capacity of the drawer to indorse, but not the genuineness or validity of his indorsement;

(iii) in the case of a bill payable to the order of a third person, the existence of the payee and his then capacity to indorse, but not the genuineness or validity of his indorsement.

55. (1) The drawer of a bill by drawing it—

Liability of
drawer or
indorser.

(a) engages that on due presentment it shall be accepted and paid according to its tenor, and that if it be dishonoured he will compensate the holder or any indorser who is compelled to pay it, provided that the requisite proceedings on dishonour be duly taken;

(b) is precluded from denying to a holder in due course the existence of the payee and his then capacity to indorse.

(2) The indorser of a bill by indorsing it—

(a) engages that on due presentment it shall be accepted and paid according to its tenor, and that if it be dishonoured he will compensate the holder or a subsequent indorser who is compelled to pay it, provided that the requisite proceedings on dishonour be duly taken;

(b) is precluded from denying to a holder in due course the genuineness and regularity in all respects of the drawer's signature and all previous indorsements;

(c) is precluded from denying to his immediate or a subsequent indorsee that the bill was at the time of his indorsement a valid and subsisting bill, and that he had then a good title thereto.

56. Where a person signs a bill otherwise than as drawer or acceptor, he thereby incurs the liabilities of an indorser to a holder in due course.

Stranger
signing bill
liable as
indorser.

57. Where a bill is dishonoured, the measure of damages, which shall be deemed to be liquidated damages, shall be as follows—

Measure of
damages
against
parties to
dishonoured
bill.

(a) the holder may recover from any party liable on the bill, and the drawer who has been compelled to pay the bill may recover from the acceptor, and an indorser who has been compelled to pay the bill may recover from the acceptor or from the drawer, or from a prior indorser—

(i) the amount of the bill;

(ii) interest thereon from the time of presentment for payment if the bill is payable on demand, and from the maturity of the bill in any other case;

(iii) the expenses of protest when protest is necessary.

(4) The payer for honour, or his agent in that behalf, must declare his intention to pay the bill for honour, and for whose honour he pays.

(5) Where a bill has been paid for honour, all parties subsequent to the party for whose honour it is paid are discharged, but the payer for honour is subrogated for, and succeeds to both the rights and duties of, the holder as regards the party for whose honour he pays, and all parties liable to that party.

(6) The payer for honour on paying to the holder the amount of the bill and the expenses incidental to its dishonour is entitled to receive both the bill itself and the protest. If the holder do not on demand deliver them up he shall be liable to the payer for honour in damages.

(7) Where the holder of a bill refuses to receive payment *supra protest* he shall lose his right of recourse against any party who would have been discharged by such payment.

LOST INSTRUMENT.

Holder's
right to
duplicate of
lost bill.

69. Where a bill has been lost before it is overdue the person who was the holder of it may apply to the drawer to give him another bill of the same tenor, giving security to the drawer if required to indemnify him against all persons whatever in case the bill alleged to have been lost shall be found again.

If the drawer on request as aforesaid refuses to give such duplicate bill, he may be compelled to do so.

Action on
lost bill.

70. In any action or proceeding upon a bill, the Court or a Judge may order that the loss of the instrument shall not be set up, provided an indemnity be given to the satisfaction of the Court or Judge against the claims of any other person upon the instrument in question.

BILL IN A SET.

Rules as to
sets.

71. (1) Where a bill is drawn in a set, each part of the set being numbered, and containing a reference to the other parts, the whole of the parts constitute one bill.

(2) Where the holder of a set indorses two or more parts to different persons, he is liable on every such part and every indorser subsequent to him is liable on the part he has himself indorsed as if the said parts were separate bills.

(3) Where two or more parts of a set are negotiated to different holders in due course, the holder whose title first accrues is as between such holders deemed the true owner of the bill; but nothing in this subsection shall affect the rights of a person who in due course accepts or pays the part first presented to him.

(4) The acceptance may be written on any part, and it must be written on one part only.

If the drawee accepts more than one part, and such accepted parts get into the hands of different holders in due course, he is liable on every such part as if it were a separate bill.

(5) When the acceptor of a bill drawn in a set pays it without requiring the part bearing his acceptance to be delivered up to him, and that part at maturity is outstanding in the hands of a holder in due course, he is liable to the holder thereof.

(6) Subject to the preceding rules, where any one part of a bill drawn in a set is discharged by payment or otherwise, the whole bill is discharged.

CONFLICT OF LAWS.

72. (1) Where a bill drawn in one country is negotiated, accepted, or payable in another, the rights, duties, and liabilities of the parties thereto are determined as follows:—

Rules where
laws conflict

- (a) the validity of a bill as regards requisites in form is determined by the law of the place of issue, and
- (b) the validity as regards requisites in form of the supervening contracts, such as acceptance, or indorsement or acceptance *supra protest*, is determined by the law of the place where such contract was made:

Provided that—

- (i) where a bill is issued out of Cyprus it is not invalid by reason only that it is not stamped in accordance with the law of the place of issue;
- (ii) where a bill, issued out of Cyprus, conforms, as regards requisites in form to the law of Cyprus, it may, for the purpose of enforcing payment thereof, be treated as valid as between all persons who negotiate, hold, or become parties to it in Cyprus.

Delivery
necessary.

84. A promissory note is inchoate and incomplete until delivery thereof to the payee or bearer.

Joint and
several notes.

85. (1) A promissory note may be made by two or more makers, and they may be liable thereon jointly, or jointly and severally, according to its tenor.

(2) Where a note runs "I promise to pay" and is signed by two or more persons it is deemed to be their joint and several note.

Note payable
on demand.

86. (1) Where a note payable on demand has been indorsed, it must be presented for payment within a reasonable time of the indorsement. If it be not so presented the indorser is discharged.

(2) In determining what is a reasonable time, regard shall be had to the nature of the instrument, the usage of trade, and the facts of the particular case.

(3) Where a note payable on demand is negotiated, it is not deemed to be overdue, for the purpose of affecting the holder with defects of title of which he had no notice, by reason that it appears that a reasonable time for presenting it for payment has elapsed since its issue.

Presentment
of note for
payment.

87. (1) Where a promissory note is in the body of it made payable at a particular place, it must be presented for payment at that place in order to render the maker liable. In any other case, presentment for payment is not necessary in order to render the maker liable.

(2) Presentment for payment is necessary in order to render the indorser of a note liable.

(3) Where a note is in the body of it made payable at a particular place, presentment at that place is necessary in order to render an indorser liable; but when a place of payment is indicated by way of memorandum only, presentment at that place is sufficient to render the indorser liable, but a presentment to the maker elsewhere, if sufficient in other respects, shall also suffice.

Liability of
maker.

88. The maker of a promissory note by making it—

- (a) engages that he will pay it according to its tenor;
- (b) is precluded from denying to a holder in due course the existence of the payee and his then capacity to indorse.

89. (1) Subject to the provisions in this Part and except as by this section provided, the provisions of this Law relating to bills of exchange apply, with the necessary modifications, to promissory notes. Application of Part II to notes.

(2) In applying those provisions the maker of a note shall be deemed to correspond with the acceptor of a bill, and the first indorser of a note shall be deemed to correspond with the drawer of an accepted bill payable to drawer's order.

(3) The following provisions as to bills do not apply to notes; namely, provisions relating to—

- (a) presentment for acceptance;
- (b) acceptance;
- (c) acceptance supra protest;
- (d) bills in a set.

(4) Where a foreign note is dishonoured, protest thereof is unnecessary.

PART V.

SUPPLEMENTARY.

90. A thing is deemed to be done in good faith within the meaning of this Law, where it is in fact done honestly, whether it is done negligently or not. Good faith.

91. (1) Where, by this Law, any instrument or writing is required to be signed by any person, it is not necessary that he should sign it with his own hand, but it is sufficient if his signature is written thereon by some other person by or under his authority. Signature.

(2) In the case of a corporation, where, by this Law, any instrument or writing is required to be signed, it is sufficient if the instrument or writing be sealed with the corporate seal.

But nothing in this section shall be construed as requiring the bill or note of a corporation to be under seal.

92. Where, by this Law, the time limited for doing any act or thing is less than three days, in reckoning time, non-business days are excluded. Computation of time.

"Non-business day" for the purpose of this Law means any day prescribed as a bank holiday under or by virtue of the Bank Holidays Law. Any other day is a business day. Cap. 123.

(5) Where a cheque is crossed specially, the banker to whom it is crossed may again cross it specially to another banker for collection.

(6) Where an uncrossed cheque, or a cheque crossed generally, is sent to a banker for collection, he may cross it specially to himself.

Crossing a material part of cheque.

78. A crossing authorised by this Law is a material part of the cheque; it shall not be lawful for any person to obliterate or, except as authorised by this Law, to add to or alter the crossing.

Duties of banker as to crossed cheques.

79. (1) Where a cheque is crossed specially to more than one banker except when crossed to an agent for collection being a banker, the banker on whom it is drawn shall refuse payment thereof.

(2) Where the banker on whom a cheque is drawn which is so crossed nevertheless pays the same, or pays a cheque crossed generally otherwise than to a banker, or if crossed specially otherwise than to the banker to whom it is crossed, or his agent for collection being a banker, he is liable to the true owner of the cheque for any loss he may sustain owing to the cheque having been so paid:

Provided that where a cheque is presented for payment which does not at the time of presentment appear to be crossed, or to have had a crossing which has been obliterated, or to have been added to or altered otherwise than as authorised by this Law the banker paying the cheque in good faith and without negligence shall not be responsible or incur any liability nor shall the payment be questioned by reason of the cheque having been crossed, or of the crossing having been obliterated or having been added to or altered otherwise than as authorised by this Law, and of payment having been made otherwise than to a banker or to the banker to whom the cheque is or was crossed or to his agent for collection being a banker, as the case may be.

Protection to banker and drawer where cheque is crossed.

80. Where the banker, on whom a crossed cheque is drawn, in good faith and without negligence pays it, if crossed generally, to a banker, and if crossed specially, to the banker to whom it is crossed or his agent for collection being a banker, the banker paying the cheque and, if the cheque has come into the hands of the payee, the drawer shall respectively be entitled to the same rights and be placed in the same position as if payment of the cheque had been made to the true owner thereof.

81. Where a person takes a crossed cheque which bears on it the words "not negotiable", he shall not have and shall not be capable of giving a better title to the cheque than that which the person from whom he took it had.

Effect of
crossing
holder.

82. (1) Where a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title or a defective title thereto, the banker shall not incur any liability to the true owner of the cheque by reason only of having received such payment.

Protection
to collecting
banker.

(2) A banker receives payment of a crossed cheque for a customer within the meaning of this section, notwithstanding that he credits his customer's account with the amount of the cheque before receiving payment thereof.

PART IV.

PROMISSORY NOTES.

83. (1) A promissory note is an unconditional promise in writing made by one person to another signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money, to, or to the order of, a specified person or to bearer.

Promissory
note defined.

(2) An instrument in the form of a note payable to maker's order is not a note within the meaning of this section unless and until it is indorsed by the maker.

(3) A note is not invalid by reason only that it contains also a pledge of collateral security with authority to sell or dispose thereof.

(4) A note which is, or on the face of it purports to be, both made and payable within Cyprus is an inland note. Any other note is a foreign note.

(5) An instrument in the form of a note secured by mortgage of immovable property is not a note within the meaning of this section.

(6) An instrument in the form of a note which contains in the body of it the words "This is not a promissory note within the meaning of the Bills of Exchange Law, Cap. 262", or words to the like effect, is not a note within the meaning of this section.

(2) Subject to the provisions of this Law, the interpretation of the drawing, indorsement, acceptance, or acceptance *supra protest* of a bill, is determined by the law of the place where such contract is made:

Provided that where an inland bill is indorsed outside Cyprus the indorsement shall as regards the payer be interpreted according to the law of Cyprus.

(3) The duties of the holder with respect to presentment for acceptance or payment and the necessity for or sufficiency of a protest or notice of dishonour, or otherwise, are determined by the law of the place where the act is done or the bill is dishonoured.

(4) Where a bill is drawn out of but payable in Cyprus and the sum payable is not expressed in the currency of Cyprus, the amount shall, in the absence of some expressed stipulation, be calculated according to the rate of exchange for sight drafts at the place of payment on the day the bill is payable.

(5) Where a bill is drawn in one country and is payable in another, the due date thereof is determined according to the law of the place where it is payable.

PART II.

CHEQUES ON BANKER.

Cheque
defined.

73. A cheque is a bill of exchange drawn on a banker payable on demand.

Except as otherwise provided in this Part, the provisions of this Law applicable to a bill of exchange payable on demand apply to a cheque.

Present-
ment of
cheque for
payment.

74. Subject to the provisions of this Law—

- (a) where a cheque is not presented for payment within a reasonable time of its issue, and the drawer or the person on whose account it is drawn had the right at the time of such presentment as between him and the banker to have the cheque paid and suffers actual damage through the delay, he is discharged to the extent of such damage, that is to say, to the extent to which such drawer or person is a creditor of such banker to a larger amount than he would have been had such cheque been paid;

- (b) in determining what is a reasonable time regard shall be had to the nature of the instrument, the usage of trade and of bankers, and the facts of the particular case;
- (c) the holder of such cheque as to which such drawer or person is discharged shall be a creditor, in lieu of such drawer or person, of such banker to the extent of such discharge, and entitled to recover the amount from him.

75. The duty and authority of a banker to pay a cheque drawn on him by his customer are determined by— Revocation of banker's authority.

- (a) countermand of payment;
- (b) notice of the customer's death.

CROSSED CHEQUES.

76. (1) Where a cheque bears across its face an addition of— General and special crossings defined.

- (a) the words "and company" or any abbreviation thereof between two parallel transverse lines, either with or without the words "not negotiable"; or
- (b) two parallel transverse lines simply, either with or without the words "not negotiable",

that addition constitutes a crossing, and the cheque is crossed generally.

(2) Where a cheque bears across its face an addition of the name of a banker, either with or without the words "not negotiable", that addition constitutes a crossing, and the cheque is crossed specially and to that banker.

77. (1) A cheque may be crossed generally or specially by the drawer. Crossing by drawer or after issue.

(2) Where a cheque is uncrossed, the holder may cross it generally or specially.

(3) Where a cheque is crossed generally the holder may cross it specially.

(4) Where a cheque is crossed generally or specially, the holder may add the words "not negotiable".

Dividend
warrants
may be
crossed.
Limitation.

93. The provisions of this Law as to crossed cheques shall apply to a warrant for payment of dividend.

Savings.

94. No action on a bill of exchange or promissory note shall be brought after five years from the date of maturity.

95. (1) The rules in bankruptcy relating to bills of exchange, promissory notes, and cheques shall apply thereto notwithstanding anything in this Law contained.

(2) Nothing in this Law, or in any repeal effected thereby shall affect—

Cap. 328.

(a) the provisions of the Stamp Law, or Laws amending it, or any Law or enactment for the time being in force relating to the revenue;

Cap. 113.

(b) the provisions of the Companies Law, or Laws amending it or any Law relating to companies.

(3) Nothing in this Law shall apply to bills of exchange, promissory notes or cheques made before this Law came into force.

FIRST SCHEDULE.

(Section 51.)

Protests of
bills of
exchange
and other
documents.

1. A true and exact copy of the bill of exchange or other document to be protested and of all inscriptions and indorsements thereon at the time of the making of the protest, together with a written statement at the foot of such copy setting forth that the bill of exchange or other document is protested and the grounds of the protest (which said copy and statement is hereinafter referred to as "the document of protest"), shall be presented to the Registrar of the District Court of the district within which such bill of exchange or other document is by law required to be protested.

Recording of
protest.

2. The Registrar on presentation to him of any document of protest shall note thereon the day on which the same was presented to him and affix his signature to such note, and shall preserve the document of protest as a record of the Court.

Fees on
protests.

3. Every document of protest shall bear a stamp or stamps of the value of one hundred and fifty mils, which stamp or stamps may be of such denomination and either impressed or adhesive as the Governor may from time to time direct; and in default of or until any such direction, adhesive revenue stamps shall be used for the purposes of this clause.

No document of protest shall be received by the Registrar unless it bear the prescribed stamp.

Fees on
copies, etc.

4. There shall be payable in respect of the issue of copies of documents of protest from any Court and in respect of the certifying of copies to be true copies, such fees as are for the time being respectively directed to be taken on the issue of copies of the file of proceedings in any action and on certifying copies of the file of proceedings to be true copies thereof, and every fee so taken shall be taken, applied, and disposed of in the same manner as though it were taken in respect of a copy of any such file of proceedings.

SECOND SCHEDULE.

(Section 51.)

FORM OF PROTEST FOR NON-ACCEPTANCE.

(Set out the document protested, with all inscriptions and endorsements thereon.)

The instrument whereof a copy is above set forth having been duly presented for acceptance to the said A. B. who is unable or has refused to sign his name in acceptance thereof, the said instrument is hereby protested.

Presented to me this day of 19 .
(Signed)

Stamp. Registrar of the District Court
150 mils. of

FORM OF PROTEST WHERE THE PERSON LIABLE TO PAY THE AMOUNT OF THE BILL IS ABSENT.

(Set out the document protested, with all inscriptions and endorsements thereon.)

The instrument whereof a copy is above set forth having been duly presented for payment and the said A. B. being absent, the said instrument is hereby protested.

Presented to me this day of 19 .
(Signed)

Stamp. Registrar of the District Court
150 mils. of

FORM OF PROTEST FOR NON-PAYMENT WHERE PERSON LIABLE TO PAY THE AMOUNT OF THE BILL IS PRESENT.

(Set out the document protested, with all inscriptions and endorsements thereon.)

The instrument whereof a copy is above set forth having been duly presented for payment and the said A. B. being present and having refused to pay the same on the ground that *(state reasons, if known)* the said instrument is hereby protested.

Presented to me this day of 19 .
(Signed)

Stamp. Registrar of the District Court
150 mils. of

in so far as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same;

- (c) "goods" includes goods, wares, merchandise, and articles of every kind whatsoever, except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried;
- (d) "ship" means any vessel used for the carriage of goods by sea;
- (e) "carriage of goods" covers the period from the time when the goods are loaded on to the time when they are discharged from the ship.

Article II.

Risks.

Subject to the provisions of article VI, under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, custody, care, and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth.

Article III.

Responsibilities and liabilities.

1. The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to—

- (a) make the ship seaworthy;
- (b) properly man, equip, and supply the ship;
- (c) make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.

2. Subject to the provisions of article IV, the carrier shall properly and carefully load, handle, stow, carry, keep, care for and discharge the goods carried.

3. After receiving the goods into his charge, the carrier, or the master or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things—

- (a) the leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage;
- (b) either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper;
- (c) the apparent order and condition of the goods:

Provided that no carrier, master or agent of the carrier, shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

4. Such a bill of lading shall be *prima facie* evidence of the receipt by the carrier of the goods as therein described in accordance with paragraph 3 (a), (b) and (c).

5. The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or if the loss or damage be not apparent, within three days, such removal shall be *prima facie* evidence of the delivery by the carrier of the goods as described in the bill of lading.

The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

7. After the goods are loaded the bill of lading to be issued by the carrier, master or agent of the carrier, to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted the same shall for the purpose of this article be deemed to constitute a "shipped" bill of lading. 4 of 13/27.

8. Any clause, covenant or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with goods arising from negligence, fault or failure in the duties and obligations provided in this article or lessening such liability otherwise than as provided in these rules, shall be null and void and of no effect.

A benefit of insurance or similar clause shall be deemed to be a clause relieving the carrier from liability.

Article IV.

1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped and supplied, and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation in accordance with the provisions of paragraph 1 of article III.

Rights and immunities.

CHAPTER 263.

CARRIAGE OF GOODS BY SEA.

ARRANGEMENT OF SECTIONS.

Section	Page
1 Short title	2
2 Application of rules in Schedule	2
3 Absolute warranty of seaworthiness not to be implied in contracts to which rules apply	2
4 Statement as to application of rules to be included in bills of lading ...	3
5 Modification of article VI of rules in relation to coasting trade ...	3
6 Modification of rules 4 and 5 of article III, in relation to bulk cargoes ...	3
7 Saving and operation	3

SCHEDULE.

RULES RELATING TO BILLS OF LADING.

i Definitions	3
ii Risks	4
iii Responsibilities and liabilities	4
iv Rights and immunities	5
v Surrender of rights and immunities and increase of responsibilities and liabilities	7
vi Special conditions	7
vii Limitations on the application of the rules	7
viii Limitation of liability	8
ix Monetary units to be gold value	8

TO AMEND THE LAW WITH RESPECT TO THE CARRIAGE OF GOODS BY SEA.

1949
Cap. 190.

[4th February, 1927.]

Short title.

1. This Law may be cited as the Carriage of Goods by Sea Law.

Application
of rules in
Schedule.

2. Subject to the provisions of this Law, the rules set out in the Schedule hereto (in this Law referred to as "the rules") shall have effect in relation to and in connection with the carriage of goods by sea in ships carrying goods from any port in Cyprus to any other port in or outside Cyprus.

Absolute
warranty of
seaworthi-
ness not to
be implied in
contracts to
which rules
apply.

3. There shall not be implied in any contract for the carriage of goods by sea to which the rules apply any absolute undertaking by the carrier of the goods to provide a seaworthy ship.

Statement
as to
application

4. Every bill of lading or similar document of title, issued in Cyprus which contains or is evidence of any contract to

which the rules apply shall contain an express statement that it is to have effect subject to the provisions of the said rules as applied by this Law.

of rules to be included in bills of lading.

5. Article VI of the rules shall, in relation to the carriage of goods by sea in ships carrying goods from any port in Cyprus to any other port in Cyprus have effect as though the said article referred to goods of any class instead of to particular goods and as though the proviso to the second paragraph of the said article were omitted.

Modification of article VI. of rules in relation to coasting trade.

6. Where under the custom of any trade the weight of any bulk cargo inserted in the bill of lading is a weight ascertained or accepted by a third party other than the carrier or the shipper and the fact that the weight is so ascertained or accepted is stated in the bill of lading, then, notwithstanding anything in the rules, the bill of lading shall not be deemed to be *prima facie* evidence against the carrier of the receipt of goods of the weight so inserted in the bill of lading, and the accuracy thereof at the time of shipment shall not be deemed to have been guaranteed by the shipper.

Modification of rules 4 and 5 of article III. in relation to bulk cargoes.

7. (1) Nothing in this Law shall affect the operation of sections four hundred and forty-six to four hundred and fifty both inclusive, five hundred and two, and five hundred and three of the Merchant Shipping Act, 1894, as amended by any subsequent enactment, or the operation of any enactment for the time being in force limiting the liability of the owners of sea-going vessels.

Saving and operation.

2 of 13/27.

(2) The rules shall not by virtue of this Law apply to any contract for the carriage of goods by sea made before the first day of January nineteen hundred and twenty-seven, nor to any bill of lading or similar document of title issued, whether before or after such day as aforesaid in pursuance of any such contract as aforesaid.

3 of 13/27.

SCHEDULE. (Section 2.)

RULES RELATING TO BILLS OF LADING.

Article I.

In these rules the following expressions have the meanings hereby assigned to them respectively, that is to say—

Definitions.

- (a) "carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper;
- (b) "contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title,

