

## **Title 43. Negotiable Certificates**

### **Chapter 1 General Provisions**

#### **43-1-1 "Security receipt," "equipment trust certificate" defined.**

For the purpose of this title:

The term "security receipt" means any writing in and by which the signer sets forth that the person named therein or the bearer, is entitled to receive a specified principal amount, par value, or number, of bonds, notes, debentures, shares of stock, voting-trust certificates for shares of stock, scrip or other security of any kind or character, identified or described therein, absolutely or when, as or if, received by the signer, or upon any other contingency stated or referred to therein.

The term "equipment trust certificate" means any writing in which the signer sets forth that the person named therein or the bearer is entitled to an interest in, or a share of, a specified principal amount, or par value in money, in a trust under an identified trust indenture, pursuant to the terms of which title to rolling stock or equipment for use by or on the line or route of a common carrier, or to vessels or other marine equipment, is held in trust for the benefit of all the holders of such interests or shares.

The character of any such security receipt, or equipment trust certificate, is not affected by including therein other provisions which do not limit the right of transfer or the negotiable quality thereof as in this title provided.

No Change Since 1953

#### **43-1-2 Transfer -- By delivery -- By endorsement -- Rights of transferee.**

Title to any security receipt, or equipment trust certificate, which by its terms entitles the bearer to the benefits thereof, may be transferred by delivery by any person in possession of the same, howsoever such possession may have been acquired.

Title to any security receipt, or equipment trust certificate, which by its terms entitles the person named therein to the benefits thereof, and which provides in substance that title thereto is transferable with the same effect as in the case of a negotiable instrument, may be transferred by delivery by any person in possession of the same, howsoever such possession may have been acquired, if endorsed in blank or, if it is endorsed to a specified person, by delivery by such other person.

A person to whom title is so transferred, who takes any such instrument for present or antecedent value, without notice of prior defenses, equities or claims of ownership enforceable against the transferor, shall have absolute title thereto free of any defenses enforceable against, or claims of ownership of, the signer or any prior holder. The holder of any such security receipt, or equipment trust certificate, unless the same has been endorsed in blank by such specified person, shall be deemed prima facie to have title thereto as aforesaid; but when it is shown that the title of any person who has negotiated such instrument is defective, the burden is on the holder to prove that he, or some person under whom he claims, acquired title as a holder for value and without notice as aforesaid.

The provisions of this section shall not be applicable to the transfer of any security receipt, or equipment trust certificate, when it is shown that such transfer was made after the date fixed therein for performance by the signer of his obligations thereunder, or, if no date is so fixed, after

the expiration of a reasonable time after the happening of the contingency upon which the signer became obligated to perform.

No Change Since 1953

**43-1-3 Restrictive construction of title -- Effective date.**

This title shall not be construed to limit or impair the negotiability or quasi negotiability, by agreement or otherwise, of any instrument whether or not defined herein. The provisions of this title shall apply only to instruments issued after the thirteenth day of May, 1929.

No Change Since 1953