

CHAPTER IV—Negotiation.

1904, art. 13, sec. 49. 1898, ch. 119.

49. An instrument is negotiated when it is transferred from one person to another in such manner as to constitute the transferee the holder thereof.

If payable to bearer, it is negotiated by delivery; if payable to order, it is negotiated by the indorsement of the holder completed by delivery.

Ibid. sec. 50. 1898, ch. 119.

50. The indorsement must be written on the instrument itself or upon paper attached thereto. The signature of the indorser, without additional words, is a sufficient indorsement.

Ibid. sec. 51. 1898, ch. 119.

51. The indorsement must be an indorsement of the entire instrument. An indorsement which purports to transfer to the indorsee a part only of the amount payable, or which purports to transfer the instrument to two or more indorsees severally, does not operate as a negotiation of the instrument. But where the instrument has been paid in part, it may be indorsed as to the residue.

Ibid. sec. 52. 1898, ch. 119.

52. An indorsement may be either special or in blank; and it may be either restrictive or qualified, or conditional.

Ibid. sec. 53. 1898, ch. 119.

53. A special indorsement specifies the person to whom, or to whose order, the instrument is to be payable; and the indorsement of such indorsee is necessary to the further negotiation of the instrument. An indorsement in blank specifies no indorsee, and an instrument so indorsed is payable to bearer, and may be negotiated by delivery.

Ibid. sec. 54. 1898, ch. 119.

54. The holder may convert a blank indorsement into a special indorsement by writing over the signature of the indorser in blank any contract consistent with the character of the indorsement.

Ibid. sec. 55. 1898, ch. 119.

55. An indorsement is restrictive, which either:

1. Prohibits the further negotiation of the instrument; or
2. Constitutes the indorsee the agent of the indorser; or
3. Vests the title in the indorsee in trust for or to the use of some other person. But the mere absence of words implying power to negotiate does not make an indorsement restrictive.

Ibid. sec. 56. 1898, ch. 119.

56. A restrictive indorsement confers upon the indorsee the right:

1. To receive payment of the instrument;
2. To bring any action thereon that the indorser could bring;