



# Bills of Exchange Act 1882

1882 CHAPTER 61 45 and 46 Vict

## PART II

### BILLS OF EXCHANGE

#### *Liabilities of Parties*

#### 53 Funds in hands of drawee.

- (1) 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 Act is not liable on the instrument. This sub-section shall not extend to Scotland.
- (2) [<sup>F1</sup>Subject to section 75A of this Act,] in Scotland, where the drawee of a bill [<sup>F3</sup>other than a cheque] has in his hands funds available for the payment thereof, the bill operates as an assignment of the sum for which it is drawn in favour of the holder, from the time when the bill is presented to the drawee.

#### Textual Amendments

- F1** Words in s. 53(2) cease to have effect (12.4.2009) by [Banking Act 2009 \(c. 1\)](#), **ss. 254(4)(a)(i)**, 263(2) (with [s. 247](#))
- F2** Words inserted (S.) by [Law Reform \(Miscellaneous Provisions\) \(Scotland\) Act 1985 \(c. 73, SIF 30\)](#), **s. 11(a)**
- F3** Words in s. 53(2) inserted (12.4.2009) by [Banking Act 2009 \(c. 1\)](#), **ss. 254(4)(a)(ii)**, 263(2) (with [s. 247](#))

#### 54 Liability of acceptor.

The acceptor of a bill, by accepting it—

- (1) Engages that he will pay it according to the tenor of his acceptance:

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*Status: Point in time view as at 12/04/2009.*

*Changes to legislation: There are currently no known outstanding effects for the Bills of Exchange Act 1882, Cross Heading: Liabilities of Parties. (See end of Document for details)*

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- (2) Is precluded from denying to a holder in due course:
- (a) The existence of the drawer, the genuineness of his signature, and his capacity and authority to draw the bill;
  - (b) 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;
  - (c) 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 Liability of drawer or indorser.**

- (1) The drawer of a bill by drawing 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 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 Stranger signing bill liable as indorser.**

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.

## **57 Measure of damages against parties to dishonoured bill.**

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

- (1) 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—
- (a) The amount of the bill;
  - (b) 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;
  - (c) The expenses of noting, or, when protest is necessary, and the protest has been extended, the expenses of protest.

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(2) ..... F4

(3) Where by this Act 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.

**Textual Amendments**

**F4** Ss. 57(2), 72(4) repealed by Administration of Justice Act 1977 (c. 38), s. 4(2)(a)(3) with saving for bills drawn before 29.8.1977

**58 Transferor by delivery and transferee.**

- (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.

**Status:**

Point in time view as at 12/04/2009.

**Changes to legislation:**

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