Boston College Law Review

Volume 5 | Issue 2

Article 7

1-1-1964

Article 1: General Provisions

Richard B. Slosberg

Charles K. Bergin Jr.

Follow this and additional works at: http://lawdigitalcommons.bc.edu/bclr Part of the <u>Commercial Law Commons</u>

Recommended Citation

Richard B. Slosberg and Charles K. Bergin Jr., *Article 1: General Provisions*, 5 B.C.L. Rev. 300 (1964), http://lawdigitalcommons.bc.edu/bclr/vol5/iss2/7

This Uniform Commercial Code Commentary is brought to you for free and open access by the Law Journals at Digital Commons @ Boston College Law School. It has been accepted for inclusion in Boston College Law Review by an authorized administrator of Digital Commons @ Boston College Law School. For more information, please contact nick.szydlowski@bc.edu.

UNIFORM COMMERCIAL CODE ANNOTATIONS

This section contains a digest of all reported decisions from jurisdictions interpreting provisions of the Uniform Commercial Code published from August 22, 1963 through November 15, 1963, in the National Reporter System. Case citations preceded by a dagger (†) indicate decisions which are based upon language contained in the 1953 Official Version of the Code; those preceded by a double dagger (‡), the 1962 Official Version from which Code extracts herein used are taken. Case citations preceded by an asterisk (*) indicate decisions construing or interpreting provisions of the Code even though the Code did not govern the decision. All other decisions are based upon the 1958 Official Version.

> RICHARD B. SLOSBERG CHARLES K. BERGIN, JR.

ARTICLE 1: GENERAL PROVISIONS

SECTION 1-201. General Definitions

(20) "Holder" means a person who is in possession of a document of title or an instrument or an investment security drawn, issued or indorsed to him or to his order or to bearer or in blank.

(38) "Send" in connection with any writing or notice means to deposit in the mail or deliver for transmission by any other usual means of communication with postage or cost of transmission provided for and properly addressed and in the case of an instrument to an address specified thereon or otherwise agreed, or if there be none to any address reasonable under the circumstances. The receipt of any writing or notice within the time at which it would have arrived if properly sent has the effect of a proper sending.

CASES ANNOTATED UNDER OTHER SECTIONS

‡WATERTOWN FED. SAV. & LOAN ASS'N V. SPANKS — Mass. —, 193 N.E.2d 333 (1963)

See the Annotation to Section 3-203, infra.

*‡A. & L. TRADING, INC. V. HERALD SQUARE BAKERS & CATERERS, INC. 40 Misc.2d 72, 242 N.Y.S.2d 799 (Sup. Ct. 1963)

See the Annotation to Section 3-509, infra.

[‡] Based on 1962 Code.

^{*} Code construed but did not govern the case.