
Volume 39
Issue 2 *Dickinson Law Review - Volume 39,*
1934-1935

1-1-1935

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Recommended Citation

J. W. Oler, *Effect of the Uniform Stock Transfer Act Upon the Negotiability of Stock Certificates Indorsed in Blank*, 39 DICK. L. REV. 124 (1935).

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the operation of Section 47 be confined solely to Section 36(1)? Why should Section 47 not be equally applicable to cases described in Section 36(2)?¹⁰ Furthermore, the construction suggested in Bigelow does not relieve the difficulty presented in Section 37(2)¹¹ unless we follow the suggestion that the clause should be considered permissive, and not restrictive.

Another solution would be to strike off the third clause of Section 36.¹² Indorsements of this type were not regarded as truly restrictive at common law,¹³ and commercial practice does not require that they terminate the negotiability of the paper. While they are restrictive in the sense that a purchaser takes with notice that he is buying paper subject to a trust, they are entirely different from the restrictive indorsements described in Section 36(1) and Section 36(2), in which the rights of the indorsee are merely those of an agent of the indorser. As above indicated, a note payable *on its face* "To A or order in trust for B" is freely negotiable.¹⁴ The Act is silent on that point, leaving the situation to be controlled by the general law of trust property. There seems to be no reason why the law should be different where the negotiable paper is *indorsed* "To A in trust for B". If the general law is adequate to control the one, it is adequate to control the other. If the Negotiable Instrument Law is silent as to the trust created on the face of the note, it seems proper to render it silent as to trusts created by indorsement. By striking off Section 36(3), an indorsee in trust would no longer be a restrictive indorsee, and, therefore, no longer within the operation of Sections 37(2) and 47. He would be a holder in due course, taking free of defenses good against the maker or indorser. In this way results like that of the Gulbranson case would be avoided.

C. M. Strouss.

EFFECT OF THE UNIFORM STOCK TRANSFER ACT UPON THE NEGOTIABILITY OF STOCK CERTIFICATES INDORSED IN BLANK

Among the elementary concepts of our common law perhaps none is more generally accepted than the rule that the legal owner of personal property is

¹⁰See note 1, *supra*.

¹¹See note 6, *supra*.

¹²See note 1, *supra*.

¹³Hook v. Pratt, 78 N. Y. 371, (1879).

¹⁴Squire v. Ordemann, 194 N. Y. 394, 87 N. E. 435 (1909); Taylor v. Harris, 164 Ky. 645, 176 S. W. 168 (1915); Dollar Saving & Trust Co. v. Crawford, 69 W. Va. 109, 70 S. E. 1089, 33 L. R. A. (N.S.) 587 (1911); U. S. Fidelity Co. v. Adoue, 104 Tex. 379, 137 S. W. 648, 37 L. R. A. (N.S.) 409 (1911).

not deprived of his title merely through loss¹ or theft.² The fact that the property by mediate transfers comes eventually into the hands of an innocent purchaser for value does not alter this fundamental principle,³ except where the property falls within the class known as negotiable instruments⁴ or where the owner, by virtue of having voluntarily clothed another with the indicia of title, is estopped,⁵ as against an innocent purchaser, from asserting his own title. But in the absence of circumstances bringing the case within one of these exceptions or within the confines of a rule of custom (as the doctrine of market overt in England⁶), the true owner may follow his goods and reclaim them wherever they may be found.⁷

Long before the Uniform Stock Transfer Act was conceived it had become well established by the cases that a stock certificate was not a negotiable instrument, even when properly indorsed in blank by the owner.⁸ To be sure, the courts ascribed to such certificates a kind of "quasi negotiability,"⁹ as they termed it, but this did not prevent an owner who indorsed his certificate in blank and subsequently, through no personal fault, had it stolen¹⁰ or lost it,¹¹ from recovering in replevin or trover¹² against one who in good faith and for value purchased the certificate from the thief or finder.

Yet it is not to be concluded from this brief summary that there were not cases where the courts seized upon the "quasi negotiable" character of stock certificates indorsed in blank and, by coupling with that convenient phrase the ordinary rules of estoppel, succeeded in protecting innocent purchasers. On the contrary, a long line of decisions, eagerly rendered by judges who perceived the mercantile desirability of protecting buyers of stock, set up indisputably the rule that, where the owner of a stock certificate indorses it in

¹Forster v. Juniata Bridge Co., 16 Pa. 393 (1851).

²50 C. J. 784, 785; Chambers v. Bedell, 2 W. & S. 225 (1841).

³55 C. J. 630, 631; Barker v. Dinsmore, 72 Pa. 427 (1872).

⁴Kuhns v. Gettysburg Nat. Bank, 68 Pa. 445 (1871).

⁵55 C. J. 637, 638; Rapp v. Crawford, 146 Pa. 21 (1892).

⁶The doctrine of market overt never existed in Pennsylvania. See Hosack v. Weaver, 1 Yeates 478 (1795).

⁷Chambers v. Bedell, 2 W. & S. 225 (1841).

⁸14 C. J. 664, 665; 12 Am. Dig., Cent. Ed., col. 568; 5 Dec. Dig. '06, page 777; 6 2d Dec. Dig., page 152; Burton v. Peterson, 12 Phila. 397 (1878), affirmed 93 Pa. 214 (1880).

⁹"As a rule, stocks pass from seller to buyer, quasi negotiable," Shattuck v. Am. Cement Co., 205 Pa. 197, 206 (1903). "They have a certain quasi negotiability", Bangor Electric Light & Power Co. v. Robinson, 52 Fed. 520, 523 (1892). "The most that can be said is that all such instruments possess a sort of quasi negotiability", East Birmingham Land Co. v. Dennis, 85 Ala. 565, 567; 5 So. 317, 318 (1888).

¹⁰Appeal of Given, 1 Monaghan 321, 16 Atl. 75 (1888); Bangor Electric Light & Power Co. v. Robinson, 52 Fed. 520 (1892); Barstow v. Savage Min. Co., 64 Cal. 388, 1 Pac. 349 (1883).

¹¹Biddle v. Bayard, 13 Pa. 150 (1850); Sherwood v. Meadow Valley Min. Co., 50 Cal. 412 (1879).

¹²Biddle v. Bayard, 13 Pa. 150 (1850).

blank or makes a blank power of attorney and delivers the certificate (and the power of attorney, if that be made) for a limited purpose to another, who in turn transfers it to a bona fide purchaser for value, the owner is estopped from claiming title in himself.¹³ Since the owner of the stock has voluntarily clothed another with apparent ownership and given him the muniments of title, these holdings may be justified on the ground of estoppel alone,¹⁴ but in most of the cases the quasi negotiability of the certificate itself was in some degree relied upon.¹⁵

The common-law rules on the subject being thus definitely settled, the Uniform Stock Transfer Act was drafted, and in half of the States, including Pennsylvania,¹⁶ passed by the respective legislatures.¹⁷ Sections 1, 5 and 7 of this act are pertinent to the discussion here.¹⁸ Section 5 was intended by

¹³Annotation, 73 A. L. R. 1405; Appeal of Burton, 93 Pa. 214 (1880); Westinghouse v. German Nat. Bank, 196 Pa. 249 (1900); Nat. Safe Deposit, Savings and Trust Co. v. Hibbs, 229 U. S. 391, 33 S. Ct. 818 (1913); Shattuck v. Amer. Cement Co., 205 Pa. 197 (1903); King v. Mellon Nat. Bank of Pittsburgh, 227 Pa. 22 (1910).

¹⁴"The rights of a bona fide holder, as against the true owner of the stock, to whom the apparent owner has either sold or pledged, do not depend on a negotiable character in the certificates, but rest on another principle: namely, that one who has conferred upon another by written transfer all the indica of ownership of property, is estopped to assert title to it as against a third person, who has in good faith purchased it for value from the apparent owner." Shattuck v. Am. Cement Co., 205 Pa. 197, 208 (1903).

¹⁵King v. Mellon Nat. Bank of Pittsburgh, 227 Pa. 22 (1910); Nat. Safe Deposit, Savings & Trust Co. v. Hibbs, 229 U. S. 391, 33 S. Ct. 818 (1913).

¹⁶Act of May 5, 1911, P. L. 126; Act of May 9, 1929, P. L. 1701; 15 Pur. St. 301-324. (Effective Jan. 1, 1912).

¹⁷In addition to Pennsylvania the following states and territories have enacted the Uniform Stock Transfer Act, with effective dates as follows:

Alabama	- - - -	1931, July	22*	Michigan	- - - -	1913, Aug.	14
Alaska	- - - -	1914, Jan.	2	Minnesota	- - - -	1933, July	1
Arkansas	- - - -	1923, Mar.	17*	New Jersey	- - - -	1916, Mar.	18*
California	- - - -	1931, Aug.	14	New York	- - - -	1913, Sept.	1
Colorado	- - - -	1927, Sept.	1	Ohio	- - - -	1911, July	1
Connecticut	- - - -	1917, Aug.	1	Rhode Island	- - - -	1912, July	1
Idaho	- - - -	1928, Jan.	1	South Dakota	- - - -	1921, Feb.	9*
Illinois	- - - -	1917, July	1	Tennessee	- - - -	1925, Apr.	11*
Indiana	- - - -	1923, Feb.	26*	Utah	- - - -	1927, Jan.	1
Louisiana	- - - -	1911, Jan.	1	Virginia	- - - -	1924, July	1
Maryland	- - - -	1910, July	1	Wisconsin	- - - -	1913, June	7*
Massachusetts	- - - -	1910, Mar.	5*				

* — Date of approval.

¹⁸These sections provide:

"Sect. 1.—Title to a certificate and to the shares represented thereby can be transferred only

(a) By delivery of the certificate, indorsed either in blank or to a specified person by the person appearing by the certificate to be the owner of the shares represented thereby, or

(b) By delivery of the certificate and a separate document containing a written assignment of the certificate or a power of attorney to sell, assign, or transfer the same or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby. Such assignment or power of attorney may be either in blank or

the Commissioners to give full negotiability to certificates of stock.¹⁹ In view of the constant growth in the number of corporations and the proportionately increased dealings in corporate stocks among persons in nearly every walk of life this purpose seems laudable. The aim of the act in this regard is in keeping with sections 5, 29 and 31 of the Uniform Bills of Lading Act. That the Uniform Stock Transfer Act accomplished the purpose mentioned is assumed by at least two text writers.²⁰

If stock certificates are now fully negotiable under the Act, it would follow that where one in good faith and for value purchases from a thief or finder a certificate of stock properly indorsed in blank by the owner, the purchaser is wholly protected. Unfortunately it has not yet been settled—clearly and beyond dispute—that the act has had this effect. During the twenty-four years in which the act has been in effect in one or more of the States singularly few cases have arisen which attempt to answer the question authoritatively.

Michigan courts, however, seem to have met the issue squarely. *Peckinpaugh v. H. W. Noble & Co.*²¹ may be termed the leading case on the subject. Mrs. Peckinpaugh owned five certificates covering three thousand shares in an oil company. Her son-in-law appeared one day at the defendant's offices, borrowed \$1,100, gave his note, and pledged the five certificates as security. These bore the genuine indorsement of the plaintiff, Mrs. Peckinpaugh, in blank. She brought replevin to recover back the certificates, claiming that they had been stolen from her and pledged without her knowledge. The defendant claimed a lien by virtue of the loan to the son-in-law.

to a specified person"

"Sect. 5—The delivery of a certificate to transfer title in accordance with the provisions of section 1, is effectual, except as provided in section 7, though made by one having no right of possession and having no authority from the owner of the certificate or from the person purporting to transfer the title."

"Sect. 7—If the indorsement or delivery of a certificate,

(a) was procured by fraud or duress, or

(b) was made under such mistake as to make the indorsement or delivery inequitable; or
If the delivery of a certificate was made

(c) without authority from the owner, or

(d) after the owner's death or legal incapacity, the possession of the certificate may be reclaimed and the transfer thereof rescinded, unless:

(1) the certificate has been transferred to a purchaser for value in good faith without notice of any facts making the transfer wrongful, or"

¹⁹"This section gives full negotiability to certificates of stock. In so doing it goes beyond the existing law but is in accordance with mercantile custom. In many cases a similar result has been reached on the theory of estoppel if the real owner's negligence contributed to the theft or unauthorized dealing with an indorsed certificate." Commissioners' note, Uniform Laws Annotated, vol. 6, page 10. (1934, supplemented).

²⁰Ballentine Private Corporations, p. 473 (1927); Fletcher, *Cyclopedia of Corporations*, sect. 5478 (Perm. Ed., 1932).

²¹238 Mich. 464, 213 N. W. 859 (1927). Later appeal, 248 Mich. 668, 227 N. W. 540 (1929).

The trial court instructed the jury that if the certificates had been stolen from the plaintiff, she could recover them. The majority of the Michigan Supreme Court held this instruction to be error; first, because the plaintiff had not met the burden of proof resting upon her to show that the certificates had in fact been stolen; and second, because even if they had been stolen, the defendant, as an innocent purchaser for value, was fully protected under the Uniform Stock Transfer Act. The court said :²²

" A purchaser in good faith of certificates of stock indorsed in blank is protected although they may have been stolen by prior holder. This is the rule applied by this court to negotiable bonds and we do not see any reason, giving due consideration to the provisions of the Stock Transfer Act, to make any different holding with reference to stock indorsed in blank. . . . The Uniform Stock Transfer Act is all-inclusive and admits of no exception, even in case of theft or felonious taking from the owner, affecting the rights of a good faith purchaser. If such exception should exist it will have to be provided by legislation and not by way of judicial amendment."²³

Bird, J., (Snow, J., with him) dissented :²⁴

" I am not in accord with the statement in the opinion that 'a purchaser in good faith of certificates of stock indorsed in blank is protected, although they may have been stolen by the prior holder'."

The *Peckinpaugh* case was followed by *Jackson v. Peerless Cement Co.*²⁵ In this case the plaintiff was approached by a stranger, who by false representations secured from her several certificates of stock indorsed in blank. By statute the stranger's conduct was larceny. Adopting the dictum in the *Peckinpaugh* case, the majority again upheld the rights of the innocent purchaser for value who bought the stock from the thief. The strength of this case as an authority for the proposition that stock certificates are fully negotiable is weakened by the fact that the plaintiff, having voluntarily intrusted the certificates to another with genuine indorsement in blank, was probably estopped from asserting her title as against an innocent purchaser. The vigorous dissenting opinion of Bird, J., likewise detracts from the force of the

²²213 N. W. 861.

²³Fletcher says of this case : "This is a remarkable opinion, containing much dangerous dictum." Fletcher, *Cyclopedia of Corporations*, section 5478n (Perm. Ed., 1932).

²⁴213 N. W. 862. As Justice Bird points out, the opinion of the majority on this point is mere dictum, the case having already been decided on the burden of proof issue. In a later appeal of this case the previous decision was affirmed on the matter of burden of proof, the court carefully avoiding the question of complete negotiability.

²⁵238 Mich. 476, 213 N. W. 863 (1927).

majority opinion.²⁶

At least one other decision flatly holds that where an owner has indorsed his stock certificate in blank and thereafter it has been stolen from him, a bona fide purchaser from the thief is protected under the provisions of the act.²⁷ Dictum to the same effect is to be found in several New York cases.²⁸

On the other hand, if the actual result of section 5 of the statute is to give full negotiability to stock certificates, it should no longer be necessary for courts to rely upon estoppel as a means of protecting the bona fide purchaser. Regardless of the owner's carefulness or negligence (and this was always a matter of drawing fine lines and splitting hairs) courts should now point summarily to the statute in all cases, rather than attempt to thread their way through a maze of facts to determine whether the owner has so acted as to estop himself. Yet the fact remains that some courts continue to rely on the old estoppel theory, when they are presented with the frequently recurring situation, where a holder of stock pledges it indorsed in blank as security and the pledgee wrongfully converts the certificates by selling them

²⁶He says, 213 N. W. 865: ". . . . The error of defendant's counsel lies in the fact that they proceed on the theory that full negotiability has been conferred by the Uniform Stock Transfer Act on stock certificates. An examination of that act will disclose that only partial negotiability has been given to them, and the statute points out definitely how far it has gone in that direction. There appears to be no provision in the act to cover a case where the shares have been taken feloniously, therefore we must conclude that the legislature did not intend to make the act applicable to cases of larceny of shares of stock; but left that question to be dealt with under the following section (18): 'In any case not provided for by this Act, the rules of law and equity, including the law merchant, and in particular the rules relating to the law of principal and agent, executors, administrators and trustees, and to the effect of fraud, misrepresentation, duress or coercion, mistake, bankruptcy, or other invalidating cause, shall govern.' The case of larceny of stock certificates is nowhere mentioned in the Stock Transfer Act; therefore it is fair to assume that it is 'a case not provided for by this act' but clearly comes within the words of the section quoted 'or other invalidating cause'."

²⁷Turnbull v. Longacre Bank, 249 N. Y. 159, 163 N. E. 135 (1928).

²⁸Rand v. Hercules Powder Co., 223 N. Y. S. 383 (1927); Iowa Securities Corp. v. Ridgewood Nat. Bank, 175 N. Y. S. 776 (1919); Nicholson v. Morgan, 196 N. Y. S. 147 (1922).

That stock certificates are negotiable instruments under the Uniform Stock Transfer Act, see Edmund Wright-Ginsberg Co. v. Carlisle Ribbon Mills, 105 N. J. Eq. 411, 148 Atl. 178 (1929): "The elements of negotiability of certificates of stock, lacking at common law, have now been supplied by our Uniform Stock Transfer Act." See also Fletcher, *Cyclopedia of Corporations*, section 5478 (Perm. Ed., 1932): "By the Uniform Stock Transfer Act,, stock certificates are now negotiable instruments."

But that the act does not make stock certificates negotiable instruments under the Uniform Negotiable Instruments Act, see Millard v. Green, 94 Conn. 597 (1920); Peckinpaugh v. H. W. Noble & Co., 238 Mich. 464, 213 N. W. 859 (1927); Nat. Surety Co. v. Indemnity Ins. Co. of N. A., 261 N. Y. S. 605 (1933).

to an innocent purchaser for value.²⁹ This tendency to avoid invoking the act casts no little doubt on its real efficacy and helps lead to the improper conclusion that section 5 is merely declaratory of the common law and is not intended to cover cases of theft. Indeed, this was the conclusion of Bird, J., in the *Peckinpaugh* and *Jackson* cases.³⁰ Then, too, careless wording in several opinions may mislead the reader into believing that the protective features of the act are not extended to a bona fide purchaser from a thief.³¹

Yet no case has been found in which the majority of the court have held as a matter of law that the act does not accord the same immunities to a purchaser from a thief as it grants to a purchaser from anyone else, and it is submitted that no court will so hold when the clear wording of section 5 is brought to its attention. For section 5 provides that "the delivery of a certificate to transfer title in accordance with the provisions of section 1, is effectual, except as provided in section 7, *though made by one having no right of possession and having no authority from the owner of the certificate* or from the person purporting to transfer the title;" and the exceptions provided for in section 7 have no application where "the certificate has been transferred to a purchaser for value in good faith without notice of any facts making the transfer wrongful." A thief before all others, it would seem, is "one having no right of possession and having no authority from the owner of the certificate." These terms are by their very simplicity intended to be all-embracing and to eliminate the necessity for specifying in detail *all* the various means by which a person might get possession of a stock certificate indorsed in blank.

This position, it is contended, is further strengthened by a comparison with the wording in corresponding sections of the Uniform Warehouse Receipts Act, the Uniform Sales Act, and the Uniform Bills of Lading Act.

In the Uniform Warehouse Receipts Act³² the Commissioners, being un-

²⁹*Loring v. Goodhue*, 259 Mass. 495, 156 N. E. 704 (1927); *Halpern v. Cure*, 173 N. Y. S. 385 (1917); *Peckinpaugh v. H. W. Noble & Co.* (later appeal), 248 Mich. 668, 227 N. W. 540 (1929). It may be that the certificates in some of these cases were issued prior to the effective date of the act, in which event the act could not have been applied.

But for cases where the act was relied upon, even though a similar result could have been reached on the theory of estoppel, see *Hazard v. Powell*, 23 Ohio App. 71, 154 N. E. 357 (1926); *Connolly v. People's State Bank*, 260 Mich. 352, 244 N. W. 500 (1932); *West & Co. v. Montgomery Nat. Bank*, 7 D. & C. 371 (1925). The latter case points out that the act has no application to certificates issued prior to the effective date of the act: see section 23.

³⁰See note 26, *supra*.

³¹"The statute has not changed the common law rule that the owner of a stock certificate cannot be deprived of title by theft, even if followed by forgery on the certificate and delivery to a bona fide purchaser." *National Surety Co. v. Indemnity Ins. Co. of N. A.*, 261 N. Y. S. 605 (1933).

In *Adams v. Silver Shield Min. & Mill Co.*, 82 Utah 586, 21 Pac. (2d) 886 (1933) it is intimated that the act is merely declaratory and makes no change in the existing law. But see the separate opinion of Follow, J., stating that the act gives full negotiability to stock certificates.

³²Act of Mar. 11, 1909, P. L. 19; 6 Pur. Stat. 131-180.

willing to give full negotiability to warehouse receipts,³³ provided in section 40 that "a negotiable receipt may be negotiated (a) by the owner thereof, or (b) by any person to whom the possession or custody of the receipt has been entrusted *by the owner*" From these words it is evident at once that a bona fide purchaser of a negotiable warehouse receipt from a thief or finder is not protected as against the owner, and it has been declared accordingly.³⁴

In section 32 of the Uniform Sales Act³⁵ we find provisions identical to those just referred to in the Uniform Warehouse Receipts Act: "A negotiable document of title may be negotiated (a) by the owner or (b) by any person to whom the possession or custody of the document has been entrusted *by the owner*" Here, too, the innocent purchaser from the thief must submit to the true owner.³⁶ Thus it is apparent that the legislature, if it so wishes, can be discriminating in its choice of words, and in these two acts indicated a definite limitation on the negotiability of warehouse receipts and documents of title.

The Uniform Bills of Lading Act,³⁷ on the other hand, provides³⁸ that "a negotiable bill may be negotiated by any person in possession of the same, *however such possession may have been acquired*" It will be noted that this language is similar to that employed in section 5 of the Uniform Stock Transfer Act³⁹ and was intended to include the case of negotiation by a thief or finder.⁴⁰

³³"It will be noticed that one who takes by trespass or a finder is not included within the description of those who may negotiate." Commissioners' note, Uniform Laws Annotated, vol. 3, page 74. (1934, supplemented).

³⁴"If the warehouse receipts had been stolen by some trespasser on defendant's property and the thief had presented the warehouse receipts to the plaintiff for loan thereon, plaintiff would have made said loan at its own peril." *Joy v. Farmers' Nat. Bank of Chickasha*, 158 Okla. 1, 11 Pac. (2d) 1074, 1078 (1932).

The Commissioners amended this section of the Uniform Warehouse Receipts Act in 1922 to read as follows: "A negotiable receipt may be negotiated by any person in possession of the same, *however such possession may have been acquired*" (Pennsylvania has not adopted this amendment). In all likelihood a bona fide purchaser of a negotiable warehouse receipt indorsed in blank will be protected in those states in which this amendment may be made part of the law, even though he buys it from a thief or finder.

³⁵Act of May 19, 1915, P. L. 543; 69 Pur. Stat. 1-339.

³⁶"By this section a negotiable document of title is not given the full negotiability of a bill of exchange, inasmuch as neither a thief nor a finder is within the terms of the section. By the Uniform Bills of Lading Act, however, the Commissioners on Uniform State Laws adopted the principle of full negotiability." Commissioners' note, Uniform Laws Annotated, vol. 1, page 202 (1934, supplemented). *Quaere*: Could it possibly be argued that a certificate of stock is a document of title within the meaning of the Sales Act and that section 5 of the Stock Transfer Act is repealed by section 32 of the Sales Act?

³⁷Act of June 9, 1911, P. L. 838; 6 Pur. Stat. 51-105.

³⁸Section 31.

³⁹See note 18, *supra*.

⁴⁰See note 36, *supra*.

Certainly where the corporation has issued a new certificate in place of the stolen one, a bona fide purchaser of the new certificate is entitled to it as against the original holder of the stolen certificate.⁴¹ This, however, was probably the common law rule as well.⁴²

The act has made no change in the law where the thief not only steals the certificate but also forges the owner's indorsement, an innocent purchaser not being protected in such case.⁴³

Finally it should be observed that if the stolen certificate of stock is the issue of a corporation domiciled in a state which has not adopted the Uniform Stock Transfer Act or its equivalent, the common-law rule must be applied even in jurisdictions where the act is in force.⁴⁴

J. Wesley Oler.

⁴¹*Rand v. Hercules Powder Co.*, 223 N. Y. S. 383 (1927); *Edmund Wright-Ginsberg Co. v. Carlisle Ribbon Mills*, 105 N. J. Eq. 411, 148 At. 178 (1929) (Semble).

⁴²See the complete review of the common law authorities in *Rand v. Hercules*, 223 N. Y. S. 383 (1927).

⁴³*National Surety Co. v. Indemnity Ins. Co. of N. A.*, 261 N. Y. S. 605 (1933); *Atherton v. Mich. Guaranty Corp.*, 237 Mich. 133, 211 N. W. 83 (1926).

⁴⁴*Restatement of Conflict of Laws*, sect. 53; *Rand v. Hercules Powder Co.*, 223 N. Y. S. 383 (1927); *Barstow v. City Trust Co.*, 216 Mass. 330, 103 N. E. 911 (1919); *Hunt v. Drug*, (Del. Sup. Ct.), 156 Atl. 384 (1931); *U. S. Fidelity & Guaranty Co. v. Newburger*, 263 N. Y. 16, 188 N. E. 147 (1933). Contra, *Mylander v. Chesapeake Bank*, 162 Md. 255, 159 Atl. 770 (1932).