



Ohio Revised Code

Section 1303.57 Presentment warranties - UCC 3-417.

Effective: August 19, 1994

Legislation: Senate Bill 147 - 120th General Assembly

(A) If an unaccepted draft is presented to the drawee for payment or acceptance and the drawee pays or accepts the draft, the person obtaining payment or acceptance, at the time of presentment, and a previous transferor of the draft, at the time of transfer, warrant to the drawee making payment or accepting the draft in good faith all of the following:

(1) That the warrantor is, or was, at the time the warrantor transferred the draft, a person entitled to enforce the draft or authorized to obtain payment or acceptance of the draft on behalf of a person entitled to enforce the draft;

(2) That the draft has not been altered;

(3) That the warrantor has no knowledge that the signature of the drawer of the draft is unauthorized.

(B) A drawee making payment may recover from any warrantor damages for breach of warranty equal to the amount paid by the drawee less the amount the drawee received or is entitled to receive from the drawer because of the payment. In addition, the drawee is entitled to compensation for expenses and loss of interest resulting from the breach. The right of the drawee to recover damages under this division is not affected by any failure of the drawee to exercise ordinary care in making payment. If the drawee accepts the draft, breach of warranty is a defense to the obligation of the acceptor. If the acceptor makes payment with respect to the draft, the acceptor is entitled to recover from any warrantor for breach of warranty the amounts stated in this division.

(C) If a drawee asserts a claim for breach of warranty under division (A) of this section based upon an unauthorized indorsement of the draft or an alteration of the draft, the warrantor may defend against the claim by proving that the indorsement is effective under section 1303.44 or 1303.47 of the Revised Code or that the drawer is precluded under section 1303.49 or 1304.35 of the Revised Code from asserting against the drawee the unauthorized indorsement or alteration.



(D) If a dishonored draft is presented for payment to the drawer or an indorser or any other instrument is presented for payment to a party obliged to pay the instrument and if payment is received, both of the following rules apply:

(1) The person obtaining payment and a prior transferor of the instrument warrant to the person making payment in good faith that the warrantor is, or, at the time the warrantor transferred the instrument, was, a person entitled to enforce the instrument or authorized to obtain payment on behalf of a person entitled to enforce the instrument.

(2) The person making payment may recover from any warrantor for breach of warranty an amount equal to the amount paid plus expenses and loss of interest resulting from the breach.

(E) The warranties set forth in divisions (A) and (D) of this section cannot be disclaimed with respect to checks. Unless notice of a claim for breach of warranty is given to the warrantor within thirty days after the claimant has reason to know of the breach and of the identity of the warrantor, the liability of the warrantor under division (B) or (D) of this section is discharged to the extent of any loss caused by the delay in giving notice of the claim.

(F) A cause of action for breach of warranty under this section accrues when the claimant has reason to know of the breach.