 KeyCite Red Flag - Severe Negative Treatment
Superseded by Statute as Stated in [National Bank of Sanford v. Greensboro Motor Co.](#), N.C., June 2, 1965

190 N.C. 157
Supreme Court of North Carolina.

CAROLINA DISCOUNT CORPORATION
v.
LANDIS MOTOR CO.

No. 110.
|
Sept. 30, 1925.

Synopsis

Appeal from Superior Court, Vance County; Devin, Judge.

Action by the Carolina Discount Corporation against the Landis Motor Company. Judgment for defendant, and plaintiff appeals. Affirmed.

West Headnotes (14)

[1] Statutes

 [In pari materia](#)

Acts relating to same subject-matter and not in conflict construed in pari materia so as to effectuate all.

[2 Cases that cite this headnote](#)

[2] Automobiles

 [Sale or transfer](#)

Motor Vehicle Registration Act does not prohibit sale or transfer of title to motor vehicle without transfer and delivery of certificate of registration of title, nor render such sale fraudulent or void but is directed against those who violate act after sale or transfer is made.

[3 Cases that cite this headnote](#)


[3] Automobiles

 [Sale or transfer](#)

Motor Vehicle Registration Act is a police regulation to protect general public from fraud, imposition, and theft of such vehicles.

[1 Cases that cite this headnote](#)

[4] Automobiles

 [Sale or transfer](#)

As Motor Vehicle Registration Act, as to registration and transfer of certificates of title to motor vehicles, contains highly penal provisions, courts will not extend them by construction, though act is within police power, unless case is within letter, meaning, and palpable design of law.

[2 Cases that cite this headnote](#)


[5] Automobiles

 [Sale or transfer](#)

As sale or transfer of motor vehicle without transfer and delivery of certificate of registration of title is not forbidden by Motor Vehicle Registration Act, contract may be valid, though certificate is not transferred as required to avoid liability under penal provisions.

[7 Cases that cite this headnote](#)

[6] Chattel Mortgages


 [Nature and existence of lien in general, and statutory provisions](#)

Act requiring registration of chattel mortgages in certain counties held not repealed by Motor Vehicle Registration Act.

[7] Chattel Mortgages

 [Effect in general](#)

Chattel Mortgages

 [Necessity of filing or recording as against creditors](#)

Motor Vehicle Act does not affect requirements as to registration of chattel mortgages.

[8] Chattel Mortgages

🔑 Effect of actual notice

Chattel Mortgages

🔑 Effect of failure to file or record or to renew filing or record

No notice will supply place of registration of chattel mortgage or conditional sale contract in proper county.

[1 Cases that cite this headnote](#)

[9] Chattel Mortgages

🔑 Statutory provisions

Act requiring registration of chattel mortgages in certain counties to obtain immunity against creditors of mortgagor held not repealed by Motor Vehicle Registration Act.

[10] Sales

🔑 Oral Contracts

Long-standing rule that sale need not be evidenced by written instrument not assumed to have been changed by statute not so providing.

[11] Sales

🔑 Filing, recording, and registration

Act requiring registration of conditional sale contracts in certain counties held not repealed by Motor Vehicle Registration Act.

[12] Sales

🔑 Filing, recording, and registration

No notice will supply place of registration of conditional sale contract in proper county.

[13] Statutes

🔑 By Statute Relating to Same Subject

Acts relating to same subject-matter and not in conflict construed in pari materia so as to effectuate all and not work repeal by implication.

[3 Cases that cite this headnote](#)

[14] Statutes

🔑 Titles, headings, and captions

Caption or title cannot be used to extend terms of act beyond clear meaning.

Action by plaintiff to recover a Ford automobile from defendant. Upon agreed facts judgment was rendered for defendant. Affirmed. The facts agreed are as follows:

“Plaintiff sues to recover of defendant a Ford coupé. It was sold December 20, 1924, by Louisburg Motor to J. B. Champion, of Franklin county; seller taking a title retained note that was never registered. The Louisburg Motor Company had Champion sign application for title certificate on January 16, 1925, and the certificate was issued in the name of Champion, saying there is a mortgage to Carolina Discount Corporation for \$551.

The title, retained note, and certificate of title were then transferred to Carolina Discount Corporation, Louisburg Motor Company, in December, 1924, took a second mortgage from Champion for \$85, balance of the price, which was not recorded or mentioned in the certificate of title.

J. B. Champion, on February 21, 1925, sold the Ford coupé to Landis Motor Company in Henderson for full value, representing that it was his, free of incumbrance, and that he had the certificate of title at his home in Franklin county in his trunk, and he took with him an addressed envelope in which to return the transferred certificate to Landis Motor Company.”

The following judgment was rendered:

“This action being heard at this term on appeal from the judgment of the recorder of Vance county, and being heard by his honor on facts agreed on by the parties, the court doth adjudge that plaintiff is not entitled to recover the car sued for, and on motion of defendant the plaintiff is nonsuited. Defendant recovers costs of plaintiff's surety.”

The plaintiff appealed, and assigned error as follows:

“First exception: To the failure of the court to hold that the certificate of title issued by the secretary of state entitled the holder thereof to the automobile in question.

Second exception: To the failure of his honor to hold that the transfer of the certificate of title, issued by the secretary

of state, was necessary in order to give the transferee of the automobile title to the same.

Third exception: To the holding by the court in effect that possession of the car by the holder of the automobile without title from the secretary of state was valid as against the plaintiff, who had a proper title as provided for by law.

Fourth exception: To the failure of the court to hold that the registration of the title with the secretary of state of North Carolina with incumbrances thereon, was sufficient notice to prospective purchasers of any liens or incumbrances thereon.

Fifth exception: To the judgment of nonsuit.”

Attorneys and Law Firms

*415 Willis Smith, of Raleigh, and J. P. & J. H. Zollicoffer, of Henderson, for appellant.

T. T. Hicks & Son, of Henderson, for appellee.

Opinion

VARSER, J.

Plaintiff contends that now and since the adoption of chapter 236, Public Laws 1923, it is not necessary to register a mortgage covering motor vehicles, for that the provisions of section 2, chapter 236, Public Laws 1923, transfer to the department of revenue all the duties in regard to the registration of such chattel mortgages, and that the declaration of the owner, set out in the application for registration with the commissioner of revenue, showing the liens or incumbrances, is all that is necessary. This, if true, would make a radical change in the registration of chattel mortgages, and take from all the counties and transfer to the department of revenue the many transactions represented in chattel mortgages covering motor vehicles.

The caption of chapter 236, Public Laws 1923, is broad and inclusive; it evinces the purpose to protect the title of motor vehicles, to provide for the issuance of certificates of title and evidence of registration thereof, to regulate purchase and sale or other transfer of ownership, to facilitate the recovery of motor vehicles stolen or unlawfully taken, to provide for the regulation and licensing of certain dealers in used and secondhand vehicles, and to prescribe the powers and duties of the secretary of state (now commissioner of revenue) under this act, and to provide penalties for violation of its provision.

When the act itself is examined, it does not go as far as its caption would indicate a purpose to go. Section 2 provides that no certificate of registration or number plates for such vehicles shall be issued unless the applicant shall at the time make application for an official certificate of title, or shall present such satisfactory evidence that such certificate has been previously issued, and allowing the registration officer to prescribe and furnish a form, and the applicant shall set out a full description of the motor vehicle on this official application form, containing the manufacturer's number, the motor number, and any distinguishing marks, together with the statement of the applicant's title, and “of any liens or incumbrances upon said motor vehicle,” and such other information as may be required. If the registration officer is satisfied that the applicant is the owner of such motor vehicle, or otherwise entitled to have the same registered in his name, he shall thereupon issue to the applicant an appropriate certificate of title over his signature, authenticated by his seal bearing a consecutive number, and the certificate shall contain such description and evidence of identification of the motor vehicle that such officer may deem proper, together with the statement of any liens or incumbrances *416 which the application may show to be thereon. Another provision is:

“Said certificate shall be good for the life of the car so long as the same is owned or held by the original holder of such certificate, and need not be renewed annually, or at any other time except as herein provided.”

[1] The caption or title may be resorted to when the terms of the act are not clear, but it cannot be used to extend the terms of the act beyond their clear meaning. Freight Discrimination Cases, 95 N. C. 434, 447, 59 Am. Rep. 250. The language of the caption does not control the act. *State v. Woolard*, 119 N. C. 779, 25 S. E. 719; *State v. Bell*, 184 N. C. 701, 115 S. E. 190; *Weesner v. Davidson*, 182 N. C. 604, 109 S. E. 863; *In re Chisholm's Will*, 176 N. C. 211, 96 S. E. 1031.

Section 3 requires that:

“In the event of the sale or other transfer
* * * of the ownership of a motor

vehicle for which a certificate of title has been issued as aforesaid, the holder of such certificate shall indorse on the back of same an assignment thereof, with warranty of title, in form printed thereon, with a statement of all liens or incumbrances on said motor vehicle, and deliver the same to the purchaser or transferee at the time of delivery to him of such motor vehicle.”

The purchaser or transferee is then required within a named time, to forward the transferred certificate to the secretary of state, to the end that a new certificate shall be issued.

Section 4 prohibits the operation of motor vehicles unless application has been made for certificate of title, and makes its violation a misdemeanor, and declares that any person who sells a motor vehicle without complying with requirements of section 3, in regard to the application for a new certificate in case of sale or transfer, is guilty of misdemeanor. This action, however, concerns a mortgagee, and a purchaser for value, from a “person who sells.”

[2] A careful perusal of this act fails to disclose any provision prohibiting a sale or transfer of the title of a motor vehicle without a transfer and delivery of a certificate of registration of title, and there is no provision that a sale so made is either fraudulent or void. Its provisions operate upon the parties who make a sale or a purchase without complying with its terms. Its penal provisions are clear. They are directed against those who violate after the sale or transfer has been made.

[3] This statute is a police regulation to protect the general public from fraud, imposition, and theft of motor vehicles. The registration statute, C. S. §§ 3311, 3312, specifically protects mortgagees.

[4] Inasmuch as this act contains provisions of a highly penal nature, and although it is within the police power, the courts will not, by construction, extend its penal provisions unless the case comes within the letter of the law and within its meaning and palpable design. [Security Finance Co. v. Hendry](#), 189 N. C. 549, 553, 127 S. E. 629.

[5] [6] [7] A sale of personal property is not required to be evidenced by any written instrument in order to be valid. This rule had been of such long standing prior to the enactment

of the Motor Vehicle Registration Act we cannot assume that the Legislature intended to change this rule, unless it says so. Statutes relating to the same subject-matter, and not in conflict, are to be construed in *pari materia*, so as to effectuate all and not work a repeal by implication, unless they are so repugnant and contrariant that such a construction cannot be had. The law does not favor a repeal by implication. There must be an intention to repeal the former act or such a repugnance that both cannot stand. [Jones v. Hartford Insurance Co.](#), 88 N. C. 499; [State v. Sutton](#), 100 N. C. 474, 476, 6 S. E. 687; [State v. Monger](#), 111 N. C. 675, 679, 16 S. E. 229.

[8] [9] Therefore we hold that the provisions of C. S. §§ 3311, 3312, are not affected or repealed by chapter 236, Public Laws 1923, as amended, and that all chattel mortgages and conditional sale contracts on motor vehicles must be registered in the county in which the mortgagor resides, and in case the mortgagor resides out of the state, then in the county where the said motor vehicle is situated, in order to obtain immunity against the creditors and purchasers for value from the mortgagor. The conditional sale contract purchased by the plaintiff, never having been registered, is invalid as against the defendant, a purchaser for full value. It is well settled that “no notice, however full and formal, will supply the place of registration.” [North State Piano Co. v. Spruill](#), 150 N. C. 168, 63 S. E. 723, and the wealth of authorities therein cited.

In [North State Piano Co. v. Spruill](#), *supra*, [McConnico](#) gave [Spruill](#) a chattel mortgage on a piano, and the mortgagee registered this chattel mortgage. A conditional sale agreement for the balance due on the purchase price was not registered, and the chattel mortgage recited that the piano was free and clear of all incumbrance except \$115 now due the piano company. This was held not to affect the right of the mortgagee in the chattel mortgage. The case at bar can have no stronger equity for plaintiff than this. The registration laws are provided for the protection of the grantees, and when not used, creditors and purchasers for value who have been diligent to comply with the law are entitled to its protection.

It does not appear that the plaintiff has had possession, at any time, of the automobile in controversy, so as to come within the provisions of [Cowan v. Dale](#), 189 N. C. 684, 128 S. E. 155. It appears that the defendant purchased from [Champion](#) the motor vehicle *417 in controversy, and paid full value and took steps to have the certificate of title forwarded to it by [Champion](#), but [Champion](#) did not so forward it to the defendant. The plaintiff already held the certificate of title,

but Champion did not disclose this fact to defendant. It was not necessary for the plaintiff to have this certificate of title in order to protect its debt. Its duty was, if it desired protection, to have it registered in the county of Champion's residence. Not having obeyed C. S. §§ 3311, 3312, the plaintiff is not entitled to assert its mortgage against the defendant. Upon the facts agreed, the defendant is the owner of the motor vehicle in controversy. We see no reason why, upon proper application to the court, on the facts stated in this record, it would not be proper to direct the plaintiff to deliver its certificate of title to the defendant to the end that the defendant may comply with the law and obtain a new certificate.

[10] Plaintiff cites [Miller v. Colonial Ins. Co.](#), 117 Kan. 240, 230 P. 1030, from Kansas; [Curry v. Iowa Truck & Tractor Co.](#), 193 Iowa 397, 187 N. W. 36, from Iowa; [Crandall v. Shay](#), 61 Cal. App. 56, 214 P. 450, from California. These cases hold, with much clarity of reasoning and support in numerous precedents, that the sale and transfer of title are void when the statute prohibits such unless in compliance with its requirements. [Miller v. Colonial Ins. Co.](#), supra, deals with the Missouri statute which says:

“Any sale or transfer of such motor vehicle without complying with the provisions of this section shall be fraudulent and void.”

The provisions referred to are similar to the requirements in the North Carolina statute in detail.

In [Curry v. Iowa Truck & Tractor Co.](#), supra, the Iowa statute provides:

“Until said transferee has received said certificate of registration, and has written

his name upon the face thereof, delivery and title to said motor vehicle shall be deemed not to have been made and passed.”

In [Crandall v. Shay](#), supra, the quoted section of the statute is the same as in the [Curry Case](#), supra, with this in addition:

“And said intended transfer shall be deemed to be incomplete and not to be valid or effective for any purpose.”

The pivotal provision of the statutes in these cases are absent from our statute. The North Carolina statute contents itself with penal provisions, operative on the persons who violate them, including the prohibition of the use of the vehicle on the highways, and no more. Our Legislature could have provided, as did Iowa, Missouri, and California, but it is clear that it did not, and we cannot extend the act beyond its provisions, however laudable the purpose or beneficent the desired result.

When the act of sale or transfer is forbidden by statute, the violation of a positive law cannot be a consideration of a valid contract ([State v. Cox](#) [[[Mo. Sup.] 268 S. W. 87, 37 A. L. R. 1456]); and the converse is equally true that, when the act of sale or transfer is not forbidden, then the contract may be valid.

Therefore the judgment appealed from must be affirmed.

All Citations

190 N.C. 157, 129 S.E. 414

Negative Treatment

Negative Citing References (1)

The KeyCited document has been negatively referenced by the following events or decisions in other litigation or proceedings:

Treatment	Title	Date	Type	Depth	Headnote(s)
Superseded by Statute as Stated in	<p>1. National Bank of Sanford v. Greensboro Motor Co. MOST NEGATIVE</p> <p>142 S.E.2d 166 , N.C. Action by chattel mortgagee to recover unpaid balance on a chattel mortgage on two trucks which chattel mortgagee alleged were converted by the defendant. After trial to the...</p>	June 02, 1965	Case		—

Citing References (38)

Treatment	Title	Date	Type	Depth	Headnote(s)
Superseded by Statute as Stated in NEGATIVE	1. National Bank of Sanford v. Greensboro Motor Co. 142 S.E.2d 166, 167+ , N.C. Action by chattel mortgagee to recover unpaid balance on a chattel mortgage on two trucks which chattel mortgagee alleged were converted by the defendant. After trial to the...	June 02, 1965	Case		—
Discussed by	2. International Service Ins. Co. v. Iowa Nat. Mut. Ins. Co. 172 S.E.2d 55, 58+ , N.C. Action under Declaratory Judgment Act for declaration of rights arising under separate policies of liability insurance issued by plaintiff and defendant. The Superior Court,...	Jan. 30, 1970	Case		—
Cited by	3. Wachovia Bank & Trust Co. v. Wayne Finance Co. 138 S.E.2d 481, 483 , N.C. Action to determine whether chattel mortgagee or its competitor was entitled to proceeds derived from sale of twelve mortgaged automobiles. The Superior Court, Wayne County,...	Nov. 04, 1964	Case		—
Cited by	4. Rushing v. Polk 128 S.E.2d 675, 680 , N.C. An action by an automobile passenger against registered owner of automobile and operator, who were husband and wife, for injuries sustained when operator lost control of automobile...	Dec. 12, 1962	Case		—
Cited by	5. Community Credit Co. of Lenoir v. Norwood 125 S.E.2d 369, 371 , N.C. Proceeding to sell automobile to satisfy execution issued on a judgment. Lien claimant intervened. The Superior Court, Caldwell County, P.C. Froneberger, J., entered a judgment..	May 02, 1962	Case		—
Cited by	6. Southern Auto Finance Co. v. Pittman 117 S.E.2d 423, 425 , N.C. Action by assignee of conditional sales contract on automobile against conditional buyer and person who bought from conditional buyer. The Superior Court, Cumberland County,...	Dec. 14, 1960	Case		—
Cited by	7. Peek v. Wachovia Bank & Trust Co. 86 S.E.2d 745, 757 , N.C. Action involving respective priorities of chattel mortgages. The plaintiff, who had sold a motor vehicle and had taken back a chattel mortgage thereon, had judgment in the Superior...	Apr. 13, 1955	Case		—
Cited by	8. Hawkins v. M & J Finance Corp. 77 S.E.2d 669, 676 , N.C. Action in claim and delivery to obtain possession of automobile. The defendant filed a counterclaim. The Superior Court, Durham County, Walter J. Bone, J., rendered judgment for...	Sep. 23, 1953	Case		—

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	9. Victory Cab Co. v. City of Charlotte 68 S.E.2d 433, 437+ , N.C. Victory Cab Company, a corporation, and others sued the City of Charlotte and others for refund of fees allegedly illegally collected by the city in connection with the granting of...	Dec. 12, 1951	Case		—
Cited by	10. Hilton v. Harris 177 S.E. 411, 415 , N.C. Appeal from Superior Court, Cabarrus County; Harding, Judge. Action by D. L. Hilton and another, partners, trading and doing business as the Charlotte Bread Company, against B. E....	Dec. 12, 1934	Case		—
Cited by	11. Whitehurst v. Garrett 144 S.E. 835, 838 , N.C. Appeal from Superior Court, Pasquotank County; Moore, Special Judge. Action by Effie M. Whitehurst against Roland Garrett. Judgment for defendant, and plaintiff appeals. ...	Oct. 10, 1928	Case		—
Cited by	12. Associates Discount Corp. v. Hardesty 122 F.2d 18, 20+ , App.D.C. Appeal from the Municipal Court of the District of Columbia. Action in the nature of an action in detinue by Margaret E. Hardesty and others against the Associates Discount...	May 05, 1941	Case		—
Cited by	13. Commercial Credit Co. v. McNelly 171 A. 446, 448 , Del.Super. Action by Commercial Credit Company against Charles P. McNelly. The jury found a verdict for defendant and assessed his damages, and plaintiff moved for a new trial. Motion for new...	Feb. 21, 1934	Case		—
Cited by	14. Commercial Credit Co. v. Schreyer 166 N.E. 808, 813 , Ohio Error to Court of Appeals, Delaware County. Error to Court of Appeals, Fayette County. Separate actions by the Commercial Credit Company against Ed Schreyer and by Glen L. Smith...	May 22, 1929	Case		—
Cited by	15. Commercial Credit Corp. v. Schneider 61 N.W.2d 499, 501 , Wis. Action in replevin to recover possession of automobile. The County Court, Wood County, Byron B. Conway, J., entered judgment for plaintiff and defendant appealed. The Supreme...	Dec. 01, 1953	Case		—
Cited by	16. Petition for Writ of Certiorari Sullivan v. State of North Carolina 2010 WL 4382025, *4382025+ , U.S. (Appellate Petition, Motion and Filing)	Sep. 16, 2010	Petition		—
Mentioned by	17. Luther v. Nationwide Mut. Ins. Co. 138 S.E.2d 402, 404 , N.C. Consolidated actions against garage liability insurer of automobile dealer for amount of unsatisfied judgment against a motorist on theory that motorist was using the automobile...	Nov. 04, 1964	Case		—

Treatment	Title	Date	Type	Depth	Headnote(s)
Mentioned by	18. McLean v. Durham County Board of Elections 21 S.E.2d 842, 844 , N.C. Appeal from Superior Court, Durham County; R. Hunt Parker, Judge. Mandamus proceeding by Dan W. McLean against Durham County Board of Elections to require defendant to print...	Sep. 23, 1942	Case		—
Mentioned by	19. Leonard v. Sink 150 S.E. 813, 815 , N.C. Appeal from Superior Court, Davidson County; Clement, Judge. Mandamus by C. H. B. Leonard, County Manager and Accountant for Davidson County, and others, against Fred C. Sink,...	Dec. 18, 1929	Case		—
Mentioned by	20. Janney v. Bell 111 F.2d 103, 105 , C.C.A.4 (Va.) Appeal from the District Court of the United States for the Eastern District of Virginia, at Richmond; Robert N. Pollard, Judge. Proceeding in the matter of Robert Arthur Buchanan,...	Apr. 10, 1940	Case		—
Mentioned by	21. Moore v. Wilson 18 S.W.2d 873, 874 , Ky. Appeal from Circuit Court, Estill County. Action by B. F. Wilson against Rosa Moore, in which an automobile claimed by Clarence Moore was attached as defendant's property. From a...	June 11, 1929	Case		—
Mentioned by	22. Clovis Finance Co. v. Sides 380 P.2d 173, 176 , N.M. Action by mortgagee against automobile seller-possessor for possession of automobile mortgaged by buyer and for damages. Seller-possessor counterclaimed for unlawful notarization...	Mar. 29, 1963	Case		—
Mentioned by	23. Braham & Co. v. Steinhard-Hannon Motor Co. 97 Pa.Super. 19, 26 , Pa.Super. This is a sheriff's interpleader. The defendant having secured a judgment against Michael Pazzo, caused a writ of testatum fieri facias to be issued against him from the court of...	1929	Case		—
Mentioned by	24. Hennessy v. Automobile Owners' Ins. Ass'n 282 S.W. 791, 793 , Tex.Com.App. Error to Court of Civil Appeals, Ninth Supreme Judicial District. Action by W. F. Hennessy against the Automobile Owners' Insurance Association. Judgment for defendant was affirmed...	Apr. 28, 1926	Case		—
—	25. Title of statutes as an element bearing upon their construction 37 A.L.R. 927 The reported cases for this annotation are Curoe v. Spokane & I.E.R. Co., 32 Idaho 643, 186 P. 1101, 37 A.L.R. 923 (1920); Pancoast v. Director General of Railroads, 95 N.J.L. 428,...	1925	ALR	—	—

Treatment	Title	Date	Type	Depth	Headnote(s)
—	<p>26. What amounts to notice which will subject one's rights to an unrecorded conditional-sale contract 72 A.L.R. 165</p> <p>In the absence of a statute requiring conditional sales to be recorded, and in jurisdictions in which their general validity is upheld as against creditors of and purchasers from...</p>	1931	ALR	—	—
—	<p>27. Validity of unfiled chattel mortgage as against persons with actual notice thereof 68 A.L.R. 274</p> <p>This annotation includes those cases wherein the question has arisen as to the validity of an unfiled chattel mortgage, or a chattel mortgage which has not been filed according to...</p>	1930	ALR	—	—
—	<p>28. Sutherland Statutes and Statutory Construction s 23:6, § 23:6. Interpretation of repealing statutes</p> <p>Determining the extent to which existing legislation is repealed is ultimately an issue of statutory construction. Courts find that when a legislature passes a repealing act and...</p>	2019	Other Secondary Source	—	—
—	<p>29. Sutherland Statutes and Statutory Construction s 23:9, § 23:9. Implied repeal</p> <p>The judicial doctrine of implied repeals is understood as part of the legislative power to repeal. Legislatures cannot be expected to have complete knowledge of the detail...</p>	2019	Other Secondary Source	—	—
—	<p>30. Sutherland Statutes and Statutory Construction s 23:10, § 23:10. Presumption against implied repeal</p> <p>Courts have created a presumption against the repeal of prior laws by implication. Many decisions reflect and endorse this presumption against implied repeal. The point of the...</p>	2019	Other Secondary Source	—	—
—	<p>31. CJS Motor Vehicles s 77, § 77. Generally CJS Motor Vehicles</p> <p>The law governing the transfer of motor vehicles is written into every contract made pursuant to the statute, and a dealer in automobiles must accept the law as he or she finds it,...</p>	2019	Other Secondary Source	—	—
—	<p>32. RECORDING AND REGISTRY LAWS - CHATTELS REMOVED FROM ONE STATE TO ANOTHER UNDER UNIFORM CONDITIONAL SALES ACT 47 Harv. L. Rev. 713 , 714</p> <p>Section 14 of the Uniform Conditional Sales Act, adopted in Wisconsin, provided that if chattels subject to a conditional sale contract in another state were brought into...</p>	1934	Law Review	—	—

Treatment	Title	Date	Type	Depth	Headnote(s)
—	<p>33. A. NORTH CAROLINA NATIONAL BANK v. ROBINSON: A MISSED OPPORTUNITY TO RECONCILE PROVISIONS OF THE MOTOR VEHICLE ACT WITH THE UNIFORM COMMERCIAL CODE 65 N.C. L. Rev. 1156 , 1158+</p> <p>North Carolina's Motor Vehicle Act (MVA), like that of many other states, renders a motor vehicle transfer ineffective unless the statutory requirements regarding certificate of...</p>	1987	Law Review	—	—
—	<p>34. THE APPLICATION OF THE NORTH CAROLINA MOTOR VEHICLE ACT AND THE UNIFORM COMMERCIAL CODE TO THE SALE OF MOTOR VEHICLES BY CONSIGNMENT: AMERICAN CLIPPER CORP. v. HOWERTON 63 N.C. L. Rev. 1105 , 1121+</p> <p>Approximately two-thirds of the automobiles sold in the United States are sold on an installment sale basis, and credit extended for automobile purchases accounts for more than...</p>	1985	Law Review	—	—
—	<p>35. SALES-SECOND-HAND MOTOR VEHICLES-EFFECT OF FAILURE TO COMPLY WITH STATUTORY REQUIREMENTS 4 Tex. L. Rev. 233 , 241+</p> <p>Should the sale of a second-hand motor vehicle without delivery of the license tax receipt and of a bill of sale in the statutory form be held invalid and void, so that no title is...</p>	1926	Law Review	—	—
—	<p>36. CONTRACTS-ASSUMED NAME STATUTE-FAILURE TO COMPLY WITH STATUTE DOES NOT INVALIDATE CONTRACT 4 Tex. L. Rev. 250 , 251</p> <p>Rhoades Drilling Company, a partnership, sued the Paragon Oil Syndicate to recover the amount due on a contract for drilling two oil wells. Defendant pleaded in abatement that the...</p>	1926	Law Review	—	—
—	<p>37. MOBILE EQUIPMENT FINANCING: FEDERAL PERFECTION OF CARRIER LIENS 67 Yale L.J. 1024 , 1072</p> <p>In addition to the countervailing themes and interests underlying all secured commercial transactions, unique considerations should fashion regulation of mobile equipment...</p>	1958	Law Review	—	—
—	<p>38. INSURANCE-NON-COMPLIANCE WITH FORMALITIES OF PENAL SALES STATUTE BARS RECOVERY 36 Yale L.J. 276 , 276</p> <p>A statute provided that the sale of an automobile, without a formal bill of sale, identification of seller, etc., is a misdemeanor. Kan. Rev. Stat. (1923) c. 8, §§ 117-119. The...</p>	1926	Law Review	—	—

Filings

There are no Filings for this citation.

History

There are no History results for this citation.