

57 Tenn.App. 106

Court of Appeals of Tennessee, Eastern Section.

Walter MALLICOAT et ux., Plaintiffs in Error,

v.

VOLUNTEER FINANCE & LOAN

CORP., Defendant in Error.*

Dec. 3, 1966.

Synopsis

Action by creditor to recover deficiency after sale of encumbered automobile. The Circuit Court, Knox County, Chester Mahood, J., rendered judgment for creditor, and debtors appealed in error. The Court of Appeals, McAmis, P.J., held that UCC requirement that notice of time and place of public sale be sent to debtor was not satisfied where creditor sent notice of sale of automobile by registered mail, but was aware that debtor had not received notice since letter was returned, and debtor lived in creditor's city and creditor had information as to where debtor was employed and where his parents lived but made no further effort to comply with notice requirement.

Remanded.

West Headnotes (10)

[1] SECURED TRANSACTIONS

🔑 Consumer goods

349A SECURED TRANSACTIONS

349AI Nature, Requisites, and Validity

349AI(A) Nature and Essentials

349Ak14 Classification of Goods

349Ak15 Consumer goods

Tenn.App. Dec. 3, 1966

Automobile, bought by person who was not shown to be in business requiring use of automobile and which was bought for transportation to and from place of employment, was “consumer goods” within UCC. [T.C.A. § 47–9–109](#).

[4 Cases that cite this headnote](#)**[2] SECURED TRANSACTIONS**

🔑 Manner of disposition in general

349A SECURED TRANSACTIONS

349AVII Default and Enforcement

349Ak229 Disposition of Collateral

349Ak231 Manner of disposition in general

Tenn.App. Dec. 3, 1966

UCC requirement that property be disposed of in “commercially reasonable” manner signifies that disposition should be made in keeping with prevailing trade practices among reputable and responsible business and commercial enterprises engaged in same or similar business; it is general in scope and effect and is not mutually exclusive of express requirement that notice of intended disposition be sent to debtor. [T.C.A. § 47–9–504\(3\)](#).

[24 Cases that cite this headnote](#)**[3] SECURED TRANSACTIONS**

🔑 Notice

349A SECURED TRANSACTIONS

349AVII Default and Enforcement

349Ak229 Disposition of Collateral

349Ak230 Notice

Tenn.App. Dec. 3, 1966

Purpose of notice of intended disposition of encumbered goods is to enable debtor to protect his interest in property by paying debt, finding buyer, or being present at sale to bid on property or have others do so, to end that it not be sacrificed by sale at less than true value. [T.C.A. § 47–9–504\(3\)](#).

[15 Cases that cite this headnote](#)**[4] SECURED TRANSACTIONS**

🔑 Notice

349A SECURED TRANSACTIONS

349AVII Default and Enforcement

349Ak229 Disposition of Collateral

349Ak230 Notice

Tenn.App. Dec. 3, 1966

UCC requirement that notice of time and place of public sale be sent to debtor was not satisfied where creditor sent notice of sale of automobile by registered mail, but was aware that debtor had not received notice since letter was returned, and debtor lived in creditor's city and creditor had information as to where debtor was employed and where his parents lived but made no further effort to comply with notice requirement. [T.C.A. § 47-9-504\(3\)](#).

[16 Cases that cite this headnote](#)

[5] SECURED TRANSACTIONS

 Notice

349A SECURED TRANSACTIONS
349AVII Default and Enforcement
349Ak229 Disposition of Collateral
349Ak230 Notice

Tenn.App. Dec. 3, 1966

UCC provision for notice to debtor of proposed disposition of property should be construed and applied in manner to effectuate salutary purpose of protecting debtor, and in light of Tennessee law. [T.C.A. § 47-9-504\(3\)](#).

[4 Cases that cite this headnote](#)

[6] SECURED TRANSACTIONS

 Deficiency and personal liability

349A SECURED TRANSACTIONS
349AVII Default and Enforcement
349Ak240 Deficiency and personal liability


Tenn.App. Dec. 3, 1966

Evidence in creditor's action for deficiency after sale of encumbered automobile was insufficient to establish that sale had been made in commercially reasonable manner, for lack of evidence as to posting and content of notices and whether notices conformed to prevailing custom and usage in automobile finance trade; testimony that property was disposed of at public sale was not

sufficient to carry burden. [T.C.A. § 47-9-504\(3\)](#).

[19 Cases that cite this headnote](#)

[7] EVIDENCE

 Witnesses presently or formerly employed by parties failing to call them

157 EVIDENCE

157II Presumptions

157k74 Evidence Withheld or Falsified


157k77 Failure to Call Witness

157k77(5) Witnesses presently or formerly employed by parties failing to call them

Tenn.App. Dec. 3, 1966

In absence of explanation for creditor's failure, in action to recover deficiency after sale of encumbered automobile, to introduce employee who made up and posted notices of sale, court must assume that testimony of employee would not have been favorable to creditor on question whether notice conformed to prevailing custom and usage in trade. [T.C.A. § 47-9-504\(3\)](#).

[8] EVIDENCE

 Failure to Call Witness

157 EVIDENCE

157II Presumptions

157k74 Evidence Withheld or Falsified

157k77 Failure to Call Witness

157k77(1) In general

Tenn.App. Dec. 3, 1966

Failure to call available witness possessing peculiar knowledge concerning facts essential to party's cause, direct or rebutting, or to examine such witness as to facts covered by his special knowledge, especially if witness be naturally favorable to party's contention, relying instead upon evidence of witnesses less familiar with matter, gives rise to inference that testimony of uninterrogated witness would not sustain contentions of such party.

[1 Cases that cite this headnote](#)**[9] SECURED TRANSACTIONS**

🔑 Deficiency and personal liability

349A SECURED TRANSACTIONS

349AVII Default and Enforcement

349Ak240 Deficiency and personal liability

Tenn.App. Dec. 3, 1966

Creditor suing for deficiency after sale of encumbered automobile had burden to show compliance with UCC with respect to advertisement and sale, since proof was peculiarly within its knowledge. [T.C.A. § 47-9-504\(3\)](#).

[7 Cases that cite this headnote](#)**[10] APPEAL AND ERROR**

🔑 Insufficiency of verdict or findings

30 APPEAL AND ERROR

30XVII Determination and Disposition of Cause

30XVII(D) Reversal

30k1177 Necessity of New Trial

30k1177(8) Insufficiency of verdict or findings

Tenn.App. Dec. 3, 1966

Creditor's action for deficiency after sale of encumbered automobile would be remanded, upon determination that creditor had not met UCC requirements with respect to notice and conduct of sale, for determination of amount, if any, due creditor after allowing to debtors offset for amount due them, where there was no finding as to debtors' rights and record did not permit determination by reviewing court. [T.C.A. § 47-9-507](#).

[4 Cases that cite this headnote](#)**Callaghan & Company's Headnote and Classification**

P9109Automobile as “consumer goods.”

Tenn.App. Dec. 3, 1966

Automobile purchased for the purpose of transporting buyer to and from his place of employment was “consumer goods” as defined in UCC § 9-109.

Callaghan & Company's Headnote and Classification

P9504Meaning of “commercially reasonable” manner. Tenn.App. Dec. 3, 1966

The requirement of UCC § 9-504(3) that repossessed collateral be disposed of in a “commercially reasonable” manner means that the disposition must be in keeping with prevailing trade practices among reputable and responsible business and commercial enterprises engaged in the same or a similar business.

Callaghan & Company's Headnote and Classification

P9504Requirement of disposition in a “commercially reasonable” manner-purpose of notice requirement.

Tenn.App. Dec. 3, 1966

The requirement of UCC § 9-504(3) that repossessed collateral be disposed of in a “commercially reasonable” manner is general in scope and is not mutually exclusive of the express requirement that notice of the intended disposition, whether by public or private sale, be sent to the debtor. The purpose of this notice is to enable the debtor to protect his interest in the property by paying the debt, finding a buyer or being present at the sale to bid on the property or have others do so, to the end that it not be sacrificed by a sale at less than its true value.

Callaghan & Company's Headnote and Classification

P1201, P9504Disregard to debtor's right to notice of sale of collateral.

Tenn.App. Dec. 3, 1966

After registered letter notifying debtor of intended sale of automobile in its possession was returned to secured creditor unclaimed, creditor's action in permitting the sale to proceed without making any further effort to notify the debtor was in violation of the requirements of UCC § 9-504(3) and showed a conscious disregard of the debtor's right to notice. The property was not perishable and the debtor lived in the city where the creditor had its place of business and sold the property. In addition, the creditor had information as

to the debot's place of employment and as to where his parents lived.

Callaghan & Company's Headnote and Classification

P9504Construction of notice requirement.

Tenn.App. Dec. 3, 1966

The requirement of notice of the sale of collateral in UCC § 9-504(3) is for the benefit and protection of the debot and this provision of the Code should be construed and applied in a manner to effectuate this salutary purpose.

Callaghan & Company's Headnote and Classification

P9504“Commercially reasonable” manner-notice to debtor an element.

Tenn.App. Dec. 3, 1966

One element bearing on question whether secured creditor's sale of collateral was in a “commercially reasonable” manner is lack fo notice to the debtor, known to the creditor.

Callaghan & Company's Headnote and Classification

P9504“Commercially reasonable” manner-method of advertising sale.

Tenn.App. Dec. 3, 1966

Creditor which sold automobile in its possession failed to conduct the sale in a “commercially reasonable” manner. In addition to lack of notice to the debtor, of which it was aware, the creditor, which had in its possession and keeping evidence of when and when advertisements of the sale were posted, whether the property was adequately described in the posters and the length of time the advertisements remained posted, failed to present such evidence from which it was assumed that it would not have been favorable to the creditor on the question whether the public notice of the sale conformed to the prevailing custom and usage in the automobile and finance trade with respect to advertising a sale of repossessed automobiles.

Callaghan & Company's Headnote and Classification

P9504Disposition of collateral-burden of showing compliance with Code.

Tenn.App. Dec. 3, 1966

Since the proof incident to advertisement and sale of automobile by secured creditor was peculiarly within the knowledge of the creditor, it had the burden of showing that the sale had been in a commercially reasonable manner in compliance with UCC § 9-504(3).

Callaghan & Company's Headnote and Classification

P9504, P9507Disposition of collateral-recovery by debtor for loss caused by improper disposition.

Tenn.App. Dec. 3, 1966

Secured creditor's failure to give notice of sale of the collateral to the debtor and to dispose of the property in a commercially reasonable manner as required by UCC § 9-504(3) entitled the debtor to recover any loss caused by the non-compliance as determined in accordance with UCC § 9-507.

*****1036 UCC Sections Involved: § 1-201(26), § 9-504(3), § 9-507(1).**

Attorneys and Law Firms

****348 *108** Sumter D. Ferguson, Jr., Knoxville, for plaintiffs in error.

John K. King, Morton, Morton & Lewis, Knoxville, for defendant in error.

OPINION

Opinion

McAMIS, Presiding Judge.

This action was instituted by Volunteer Finance & Loan Corp. as the assignee of Hull-Dobbs, an automobile dealer in Knoxville, to recover of Walter Mallicoat, Jr., and wife a deficiency arising from the repossession ****349** and sale under a Security Agreement entered into between the Mallicoats and Hull-Dobbs. A ***109** separate action was brought by the Mallicoats against Hull-Dobbs for breach of contract and fraud in the sale of the automobile.

The two cases were heard together without a jury and resulted in a judgment for \$340.12 in favor

of Volunteer Finance against the Mallicoats and a judgment in favor of the Mallicoats against Hull-Dobbs for \$628.58. The Mallicoats and Hull-Dobbs have appealed. (A separate opinion is being filed in the case of Mallicoat and wife against Hull-Dobbs).

The primary question in this case is whether Volunteer Finance complied with the provisions of the Uniform Commercial Code, Secured Transactions, [T.C.A. s 47-9-101 et seq.](#), with respect to advertisement and notice of sale after repossession.

On October 12, 1964, Mallicoat and wife purchased the car from Hull-Dobbs for the agreed price of \$600.00, the 'Time Purchase Price' being \$826.90. Of this amount \$250.00 was paid in cash, leaving \$576.90 to be paid in monthly installments of \$38.46 each. After paying one installment the Mallicoats refused to make additional payments, claiming the car was defective and not as represented, and surrendered it to Volunteer Finance Company.

Volunteer Finance introduced its loan manager, Mr. Austin, and rested. The Mallicoats introduced no proof in this case.

Mr. Austin testified Volunteer Finance purchased the security agreement from Hull-Dobbs on the date of its execution and that he kept the records of the transaction thereafter. According to his testimony, after *110 crediting one installment paid by the Mallicoats, the balance amounted to \$538.40. After default and the return of the car by the Mallicoats, he notified them by registered letter that the car would be sold but he admitted the letter came back unclaimed. He testified the sale was advertised by posters but on cross examination admitted he was unable to state when or where it was advertised. There is no proof on that question and there is no proof of the contents of the letter and whether it gave the date of the proposed sale or merely stated in general terms that the car would be sold.

According to the witness Austin there was a public sale of the car on January 11, 1965, at which it was sold to Beeler Motor Company for \$150.00. That amount was then credited on the contract leaving a balance of \$388.40. An additional amount of \$92.28 representing refund on 'credit life insurance' was also credited. The

remaining balance with attorneys fees was the amount for which judgment was rendered.

[T.C.A. s 47-9-504\(3\)](#) <<[UCC § 9-504](#)>> provides in part:

'Disposition of the collateral may be by public or private proceedings and may be made by way of one or more contracts. Sale or other disposition may be as a unit or in parcels and at any time and place and on any terms but every aspect of the disposition including the method, manner, time, place and terms must be commercially reasonable. Unless collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, reasonable notification of the time and place of any public sale or reasonable notification of the time after which any private sale or other intended disposition is to be made shall be sent *111 by the secured party to the debtor, and except in the case of consumer goods to any other person who has a security interest in the collateral and who has duly filed a financing statement indexed in the name of the debtor in this state or who is known by the secured party to have a security interest in the collateral.'

[1] It is not contended the property here involved was perishable or 'of a type customarily sold on a recognized market.' There is no proof that Mallicoat was in a business requiring the use of an automobile. **350 He testified he bought it to use in going to and from his place of employment. It is clearly not 'equipment', 'farm products' or 'inventory' as defined by [T.C.A. s 47-9-109](#). We, therefore, hold that it falls within the category of 'consumer goods' as defined by the same Section of the Act.

After providing generally that the method, manner, time, place and terms of disposing of the collateral shall be 'commercially reasonable' the Act expressly requires that 'reasonable notification of the time and place of any public sale or reasonable notification of the time after which any private sale or other intended disposition is to be made shall be sent by the secured party to the debtor.'

[2,3] The requirement that the property be disposed of in a 'commercially reasonable' manner seems to us to signify that the disposition shall be made

in keeping with prevailing trade practices among reputable and responsible business and commercial enterprises engaged in the same or a similar business. It is general in scope and effect and is not mutually exclusive of the express requirement that notice of the intended disposition, *112 whether by public or private sale, be sent to the debtor. The purpose of this notice, without doubt, is to enable the debtor to protect his interest in the property by paying the debt, finding a buyer or being present at the sale to bid on the property or have others do so, to the end that it be not sacrificed by a sale at less than its true value. Compare [Range Motor Co. v. Tipton](#), 161 Tenn. 427, 33 S.W.2d 75, a suit under the Conditional Sales Statute.

[4] In view of the undisputed proof in this case that the debtor did not receive the notice and that the secured creditor was aware that he had not received it, it is our opinion the creditor not only failed to show a compliance with the Act but that the record affirmatively shows a lack of compliance and a conscious disregard of the debtor's right to notice. The property was not perishable. The debtor lived in Knoxville where the creditor had its place of business and sold the property. In addition, the creditor had information as to where the debtor was employed and where his parents lived. Yet, the sale was allowed to proceed without any further effort to comply with the notice requirement.

In commenting on this provision of the Commercial Code, it is said at p. 788, 15 Am.Jur.2d, Commercial Code, Section 84:

‘Unless collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, reasonable notification of the time and place of any public sale or reasonable notification of the time after which any private or other intended disposition is to be made shall be sent to the debtor * * *’

The Act, [T.C.A. s 47-1-201\(26\)](#) <<UCC § 1-201>> reads:

*113 ‘A person ‘notifies’ or ‘gives’ notice or notification to another by taking such steps as may be reasonably required to inform the other in ordinary

course whether or not such other actually comes to know of it. * * *’

Under this provision of the Act, the Supreme Court of Arkansas held in [Hudspeth Motors, Inc. v. Wilkinson](#), 382 S.W.2d 191, that a public sale of the property would not be invalidated because the debtor failed to receive the notice sent by mail until after the sale. This case is urged upon us in this case as supporting the judgment. We consider it inapposite, however, since the creditor in that case was unaware of the failure of the debtor to receive the notice in time. If interpreted as holding valid a sale where the creditor proceeds to sell the property knowing the debtor had never received the notice we would not be disposed to follow it.

[5] The requirement of notice is for the benefit and protection of the debtor. This provision of the Act should be construed **351 and applied in a manner to effectuate this salutary purpose and in the light of Tennessee law.

In [Burden v. Burden](#), 44 Tenn.App. 312, 313 S.W.2d 566, it was said:

‘Notice which is a mere gesture is not notice. The means employed must be such as one desirous of actually informing the absent party might reasonably adopt. [Mullane v. Central Hanover Bank & Trust Co.](#), 339 U.S. 306, 70 S.Ct. 652, 94 L.Ed. 865.’

[6,7] We are also of opinion the creditor failed to conduct the sale in a ‘commercially reasonable’ manner. One element bearing on this question of whether the sale was ‘commercially reasonable’ is lack of notice, known *114 to the creditor. In addition, the creditor had in its possession and keeping the evidence of when and where the notices were posted, whether the property was adequately described in the notices and the length of time the notices remained posted. Since it failed to introduce the employee who made up and posted the notices, in the absence of any explanation, we must assume the testimony of such employee or agent would not have been favorable to plaintiff Volunteer Finance on the question whether the notice of sale conformed to the prevailing custom and usage in the automobile and finance trade with respect to advertising a sale of repossessed automobiles.

[8] Failure to call an available witness possessing peculiar knowledge concerning facts essential to party's cause, direct or rebutting, or to examine such witness as to facts covered by his special knowledge, especially if witness be naturally favorable to party's contention, relying instead upon evidence of witnesses less familiar with the matter, gives rise to an inference that testimony of uninterrogated witness would not sustain contentions of such party.' [National Life & Accident Ins. Co. v. Eddings](#), 188 Tenn. 512, 221 S.W.2d 695.

[9] Since the proof incident to advertisement and sale was peculiarly within the knowledge of Volunteer Finance, the burden was upon it to show a compliance with the Act. Compare cases arising under Conditional Sales Act, including [Whitelaw Furn. Co. v. Boon](#), 102 Tenn. 719, 52 S.W. 155; [Beets v. John R. Jarnagin Motor Co.](#), 180 Tenn. 358, 175 S.W.2d 326; [Kidd v. Condry](#), 25 Tenn.App. 182, 154 S.W.2d 530.

The testimony of Mr. Austin above detailed that the property was disposed of at a public sale, standing alone, was not sufficient to carry this burden.

*115 Under the circumstances of this case, we hold the plaintiff-creditor failed to give the debtor reasonable notice of the sale and failed to carry the burden of showing a 'commercially reasonable' sale.

The result of the creditor's failure to give notice and dispose of the property in a 'commercially reasonable' manner remains to be considered.

Footnotes

* No petition for certiorari filed. Approved for publication by the P.J., Middle Section, and two other members of the Court.

The Act, [T.C.A. s 47-9-507](#) <<UCC § 9-507>>, provides in part:

'If the disposition has occurred the debtor * * * has a right to recover from the secured party any loss caused by a failure to comply with the provisions of this Part. If the collateral is consumer goods, the debtor has a right to recover in any event an amount not less than the credit service charge plus ten percent (10%) of the principal amount of the debt or the time price differential plus ten percent (10%) of the cash price.'

[10] There is no finding by the trial judge on this question and the record is not such that we can determine the rights of the parties. Accordingly, the case is remanded for the determination of the amount still due plaintiff, if any, after **352 allowing defendants an off set for the amount due them.

Costs to the present in both Courts are adjudged to Volunteer Finance & Loan Corporation.

COOPER and PARROTT, JJ., concur.

All Citations

57 Tenn.App. 106, 415 S.W.2d 347, 3 UCC Rep.Serv. 1035

Negative Treatment

Negative Direct History

The KeyCited document has been negatively impacted in the following ways by events or decisions in the same litigation or proceedings:

- 1. [Mallicoat v. Volunteer Finance & Loan Corp.](#) KEYCITED

57 Tenn.App. 106 , Tenn.Ct.App. , Dec. 03, 1966

On Rehearing

- 2. [Mallicoat v. Volunteer Finance & Loan Corp.](#) MOST NEGATIVE

1967 WL 9006 , Tenn.Ct.App. , Jan. 18, 1967

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)
Distinguished by	1. Auto Credit of Nashville v. Wimmer ” 231 S.W.3d 896 , Tenn. COMMERCIAL LAW - Secured Transactions. Creditor was not required to determine whether or not notification of disposition of collateral had been received by debtor.	Aug. 16, 2007	Case	<div style="display: flex; gap: 5px;"> <div style="width: 10px; height: 10px; background-color: #008000;"></div> <div style="width: 10px; height: 10px; background-color: #008000;"></div> <div style="width: 10px; height: 10px; background-color: #008000;"></div> <div style="width: 10px; height: 10px; background-color: #cccccc;"></div> </div>	<div style="border: 1px solid #000; padding: 2px; display: inline-block;">2</div> <div style="border: 1px solid #000; padding: 2px; display: inline-block;">4</div> S.W.2d

History (2)

Direct History (2)

1. [Mallicoat v. Volunteer Finance & Loan Corp.](#)
57 Tenn.App. 106 , Tenn.Ct.App. , Dec. 03, 1966

On Rehearing



2. [Mallicoat v. Volunteer Finance & Loan Corp.](#)
1967 WL 9006 , Tenn.Ct.App. , Jan. 18, 1967








Intermediate Court

Trial Court



Citing References (144)

Treatment	Title	Date	Type	Depth	Headnote(s)
Examined by	 1. Auto Credit of Nashville v. Wimmer ¶¶ 2006 WL 2523979, *3+ , Tenn.Ct.App. A woman bought a used automobile, financing the purchase with a loan from the plaintiff credit company. The loan was secured through a UCC Article 9 security interest in the...	Aug. 31, 2006	Case		3 4 10 S.W.2d
Examined by	2. Federal Express Credit Union v. Lanier ¶¶ 2005 WL 2806638, *3+ , Tenn.Ct.App. In this appeal, we are called upon to evaluate the propriety of the trial court's decision to award a creditor a deficiency judgment against the debtor following the sale of the...	Oct. 27, 2005	Case		2 3 4 S.W.2d
Examined by	 3. R & J of Tennessee, Inc. v. Blankenship-Melton Real Estate, Inc. ¶¶ 166 S.W.3d 195, 203+ , Tenn.Ct.App. COMMERCIAL LAW - Secured Transactions. Notice of intent to sell collateral, sent 10 days before sale and without any confirmation of receipt, was unreasonable.	Nov. 17, 2004	Case		2 4 6 S.W.2d
Distinguished by 	4. Auto Credit of Nashville v. Wimmer ¶¶ 231 S.W.3d 896, 901+ , Tenn. COMMERCIAL LAW - Secured Transactions. Creditor was not required to determine whether or not notification of disposition of collateral had been received by debtor.	Aug. 16, 2007	Case		2 4 S.W.2d
Discussed by	 5. Regions Bank v. Thomas ¶¶ 422 S.W.3d 550, 563+ , Tenn.Ct.App. COMMERCIAL LAW - Contracts. Borrower's failure to maintain insurance on aircraft that served as collateral was material breach of loan agreement.	Mar. 04, 2013	Case		3 4 5 S.W.2d
Discussed by	6. First Tennessee Bank Nat. Ass'n v. Helton ¶¶ 1995 WL 515658, *2+ , Tenn.Ct.App. The Plaintiff has appealed from an order dismissing its claim for a deficiency judgment resulting from the repossession and sale of a motor vehicle. In September, 1990, Defendants...	May 23, 1995	Case		4 S.W.2d
Discussed by	7. Caterpillar Financial Services Corp. v. Woods 1990 WL 15230, *3+ , Tenn.Ct.App. This is an appeal from the trial court's granting of plaintiff's motion for summary judgment and the entry of a deficiency judgment for plaintiff against defendant in the sum of...	Feb. 22, 1990	Case		4 S.W.2d
Discussed by	8. Edington v. City & County Bank of Monroe County ¶¶ 1987 WL 12393, *2+ , Tenn.Ct.App. This is a suit for accounting arising out of the foreclosure sale of certain real and personal property purchased by Appellants and secured for Appellees. The issues are whether...	June 18, 1987	Case		2 6 S.W.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Discussed by	 9. Investors Acceptance Co. of Livingston, Inc. v. James Talcott, Inc. ¶¶ 454 S.W.2d 130, 137+ , Tenn.Ct.App. Creditor's action for deficiency judgment after sale of accounts given as security. The Chancery Court, Overton County, Scott Camp, Chancellor, entered decree for creditor and...	Dec. 05, 1969	Case		3 8 S.W.2d
Discussed by	 10. Warrington v. Dawson ¶¶ 798 F.2d 1533, 1537+ , 5th Cir.(Miss.) Assignee brought action to recover account receivable. The United States District Court for the Northern District of Mississippi, Neal Biggers, J., denied relief and assignee...	Sep. 09, 1986	Case		4 5 S.W.2d
Discussed by	11. Jones v. First Nat. Bank of Pulaski ¶¶ 505 So.2d 352, 356+ , Ala. Borrowers brought action against bank and its employees charging defendants with trespass, wrongful repossession, sale of personal property in commercially unreasonable manner,...	Mar. 27, 1987	Case		3 4 5 S.W.2d
Discussed by	 12. Commerce Bank of St. Louis, N.A. v. Dooling 875 S.W.2d 943, 946+ , Mo.App. E.D. Disposition of Collateral After Default. Bank did not take reasonable steps to inform borrower of sale of collateral after default.	May 24, 1994	Case		4 6 10 S.W.2d
Discussed by	13. BancOhio National Bank v. Parrish ¶¶ 1981 WL 5790, *3+ , Ohio App. 6 Dist. On a motion for summary judgment, the Common Pleas Court of Lucas County dismissed, with prejudice, plaintiff's claim and defendants' counterclaim. Defendants-appellants appeal...	Sep. 25, 1981	Case		2 6 S.W.2d
Cited by	14. Regions Bank v. Thomas ¶¶ 532 S.W.3d 330, 350 , Tenn. COMMERCIAL LAW — Sales. Secured creditor is not required to introduce evidence negating a debtor's ability to redeem collateral to overcome the rebuttable presumption rule.	Oct. 16, 2017	Case		3 4 S.W.2d
Cited by	 15. Brunswick Acceptance Co., LLC v. MEJ, LLC 292 S.W.3d 638, 643 , Tenn.Ct.App. COMMERCIAL LAW - Secured Transactions. Notice of private sale of collateral by creditor to debtor was sufficient under UCC.	Oct. 21, 2008	Case		2 S.W.2d
Cited by	16. Davenport v. Bates ¶¶ 2006 WL 3627875, *13+ , Tenn.Ct.App. This case involves the repossession of two vehicles—a car and a truck. The buyer sued the seller claiming that he had repossessed the vehicles in violation of the sales contracts...	Dec. 12, 2006	Case		1 S.W.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	17. Decatur County Bank v. Smith 1999 WL 1336042, *3+ , Tenn.Ct.App. Plaintiff/appellee, Decatur County Bank (hereinafter Bank), filed its complaint on December 23, 1997, against defendant/appellant, Robert Smith, seeking the past due balance...	Dec. 27, 1999	Case		3 S.W.2d
Cited by	18. Nationsbank v. Clegg 1996 WL 165513, *5+ , Tenn.Ct.App. On February 16, 1994, Nationsbank sued the Appellee, Frederick Clegg, for a deficiency resulting from the sale of collateral used in an installment loan. The chancery court...	Apr. 10, 1996	Case		4 S.W.2d
Cited by	19. General Motors Acceptance Corp. v. Middleton ¶ 1991 WL 206517, *3+ , Tenn.Ct.App. The plaintiff, General Motors Acceptance Corporation (GMAC), appeals from the trial court's order dismissing GMAC's claim for a deficiency plus interest and attorney's fees...	Oct. 16, 1991	Case		2 S.W.2d
Cited by	20. Advantage Leasing Co., Inc. v. Shepperd 1988 WL 136667, *3+ , Tenn.Ct.App. This appeal involves the commercial reasonableness of the disposition of a leased automobile following the lessees' default. The lessor sued the lessees in the Rutherford County...	Dec. 21, 1988	Case		2 S.W.2d
Cited by	21. Trimble v. Sonitrol of Memphis, Inc. ¶ 723 S.W.2d 633, 641 , Tenn.Ct.App. Action was filed arising out of a secured transaction in connection with a sale of two corporations. The Equity Court, Shelby County, D.J. Alissandratos, Chancellor, determined...	Aug. 18, 1986	Case		2 S.W.2d
Cited by	22. Smith v. Daniels 634 S.W.2d 276, 278 , Tenn.Ct.App. Appeal was taken from a judgment of the Chancery Court, Sevier County, C. S. Rainwater, Jr., Chancellor, awarding secured creditor a deficiency judgment following sale of debtor's...	Mar. 26, 1982	Case		2 6 S.W.2d
Cited by	23. Ottenheimer Publishers, Inc. v. Regal Publishers, Inc. 626 S.W.2d 276, 280 , Tenn.Ct.App. Corporation brought action against another corporation and certain individual defendants and alleged that corporation was indebted to it as result of its default under terms of a...	Oct. 06, 1981	Case		—
Cited by	24. International Harvester Credit Corp. v. Ingram ¶ 619 S.W.2d 134, 137+ , Tenn.Ct.App. Secured creditor sued debtor for deficiency under security agreement after sale of collateral. The Circuit Court, Shelby County, Alan E. Highers, J., approved verdict in debtor's...	Apr. 29, 1981	Case		2 6 S.W.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	 25. U.S. v. Terrey 554 F.2d 685, 693 , 5th Cir.(Tex.) Action was brought by United States to recover on guaranty agreement executed to secure Small Business Administration loan. The United States District Court for the Western...	June 22, 1977	Case		6 S.W.2d
Cited by	26. First Heritage Nat. Bank v. Keith 902 F.2d 33, 33 , 6th Cir.(Tenn.) E.D.Tenn. AFFIRMED.	Apr. 24, 1990	Case		2 S.W.2d
Cited by	 27. In re Carter 511 F.2d 1203, 1204 , 9th Cir.(Cal.) Creditor of bankrupt presented a claim for a deficiency after creditor's sale of repossessed equipment. The United States District Court for the Eastern District of California, M...	Feb. 26, 1975	Case		3 S.W.2d
Cited by	 28. Drew v. Chrysler Credit Corp. 596 F.Supp. 1371, 1375 , W.D.Mo. Buyers of new automobile brought suit in state court alleging that finance company wrongfully repossessed the automobile. The company removed the suit. On company's motion for...	Oct. 25, 1984	Case		1 S.W.2d
Cited by	 29. Jackson County Bank v. Ford Motor Credit Co. 488 F.Supp. 1001, 1010+ , M.D.Tenn. Secured creditor of automobile dealer sued another secured creditor to determine lien priorities. The District Court, Morton, Chief Judge, held that: (1) a financing statement...	Jan. 03, 1980	Case		2 6 S.W.2d
Cited by	30. In re Frazier  93 B.R. 366, 368 , Bkrtcy.M.D.Tenn. Secured parties, who sold aircraft given as collateral, sought deficiency judgment. The Bankruptcy Court, George C. Paine, II, Chief Judge, held that: (1) secured parties sold...	Mar. 23, 1988	Case		2 6 S.W.2d
Cited by	 31. In re Four Star Music Co., Inc. 2 B.R. 454, 461 , Bkrtcy.M.D.Tenn. Buyer of debtor's collateral from secured creditor filed complaint to reclaim the property in question. The Bankruptcy Court, Paul E. Jennings, J., held that: (1) absolute and...	Nov. 29, 1979	Case		2 S.W.2d
Cited by	32. Wells v. Central Bank of Alabama, N.A. 347 So.2d 114, 120 , Ala.Civ.App. Debtor brought action against assignee of seller's secured interest in repossessed automobile and against original seller claiming sale of repossessed automobile was in violation...	June 15, 1977	Case		3 S.W.2d
Cited by	 33. Day v. Schenectady Discount Corp. 611 P.2d 568, 573 , Ariz.App. Div. 2 Buyers, whose repossessed mobile home was sold by creditor, filed suit seeking damages for unlawful and malicious seizure of the trailer, for conversion, for sale contrary to law,...	Apr. 04, 1980	Case		—






Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	34. Ford Motor Co. V. Griffin 1976 WL 92, *2 , Ark. This is a contest between a secured lien holder, Ford Motor Credit Co., and a repairman's lien holder, James Humphrey d/b/a Dermott American Station. The controversy arose out of...	Mar. 22, 1976	Case		2 S.W.2d
Cited by	35. Universal C. I. T. Credit Co. v. Rone 453 S.W.2d 37, 39 , Ark. Action was brought by secured party to recover deficiency judgment against borrowers. The Circuit Court, Phillips County, Elmo Taylor, J., entered a judgment adverse to the...	May 04, 1970	Case		9 S.W.2d
Cited by	36. Barber v. Leroy 115 Cal.Rptr. 272, 277 , Cal.App. 2 Dist. Action by plaintiff for deficiency judgment on a promissory note and counterclaim by defendant for breach of a lease agreement which was part of transaction. The Superior Court,...	June 28, 1974	Case		—
Cited by	37. Randolph v. Franklin Inv. Co., Inc. 398 A.2d 340, 343+ , D.C. Automobile buyers appealed from deficiency judgment entered, and from denial of permission to file counterclaim, in the Superior Court, John J. Malloy, Trial J., Samuel B. Block,...	Jan. 29, 1979	Case		3 S.W.2d
Cited by	38. Ernest H. KEATTS v. Bank of Delaware 1984 WL 402530, *2 , Del.Com.Pl. This case concerns alleged violations of the Delaware Uniform Commercial Code, Article 9, arising out of the repossession and sale of a financed automobile. Plaintiff, the debtor,...	May 02, 1984	Case		4 S.W.2d
Cited by	39. Wilmington Trust Company v. Daniel B. CONNER, Jr. 1977 WL 160325, *2 , Del.Com.Pl. This is the Court's decision on defendant's motion for summary judgment. On or about December 6, 1972, the defendant, Daniel B. Conner, Jr. bought a 1969 Cadillac from Baker...	Apr. 14, 1977	Case		3 S.W.2d
Cited by	40. Bondurant v. Beard Equipment Co. 345 So.2d 806, 809 , Fla.App. 1 Dist. Seller brought action against buyer to recover deficiency judgment for breach of retail installment contract. The Circuit Court, Escambia County, William S. Rowley, J., entered...	Mar. 03, 1977	Case		9 S.W.2d
Cited by	41. Beneficial Finance Co. of Black Hawk County v. Reed 212 N.W.2d 454, 458+ , Iowa Creditor which had sold debtor's repossessed automobile and applied proceeds to debt brought action for deficiency judgment against debtor. The Waterloo Municipal Court, E. F....	Nov. 14, 1973	Case		6 S.W.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	 42. First Missouri Bank & Trust Co. of Creve Coeur v. Newman 680 S.W.2d 767, 770+ , Mo.App. E.D. Bank brought action against debtors to recover deficiencies after sale of collateral securing various delinquent notes and overdrawn accounts. The Circuit Court, Jefferson...	Nov. 07, 1984	Case		6 9 S.W.2d
Cited by	 43. Gateway Aviation, Inc. v. Cessna Aircraft Co. 577 S.W.2d 860, 862 , Mo.App. Buyer of airplane and guarantors brought action to recover against corporation, which, together with such buyer, entered into agreements having effect of providing for secured sale...	Dec. 05, 1978	Case		—
Cited by	 44. Levers v. Rio King Land & Inv. Co. 560 P.2d 917, 919 , Nev. In a consolidated action, the Second Judicial District Court, Washoe County, John E. Gabrielli, J., set aside sale of collateral and awarded secured parties difference between...	Mar. 09, 1977	Case		4 S.W.2d
Cited by	 45. Franklin State Bank v. Parker 346 A.2d 632, 635 , N.J.Dist.Ct. Bank brought action against debtor to recover deficiency allegedly due following sale of repossessed automobile. The Union County District Court, Coleman, J.C.C., temporarily...	Oct. 10, 1975	Case		3 S.W.2d
Cited by	46. Security Trust Co. of Rochester v. Thomas 399 N.Y.S.2d 511, 513 , N.Y.A.D. 4 Dept. Secured creditor brought action against maker and guarantor of note to recover deficiency alleged to be due on note after tractor which maker had purchased was repossessed and sold...	Nov. 04, 1977	Case		9 S.W.2d
Cited by	 47. Liberty Nat. Bank of Fremont v. Greiner 405 N.E.2d 317, 323 , Ohio App. 6 Dist. Creditor who sold certain collateral which had secured promissory note sought deficiency judgment for the remaining balance of the note and was granted such judgment by the...	July 07, 1978	Case		2 S.W.2d
Cited by	48. Farmers State Bank of Parkston v. Otten 204 N.W.2d 178, 182 , S.D. Action against debtor on note by secured party in possession. Debtor's cosigner paid amount due, was made party defendant, and made claim against debtor for amount paid. Debtor...	Feb. 14, 1973	Case		3 S.W.2d
Cited by	49. Wright v. Interfirst Bank Tyler, N.A. 746 S.W.2d 874, 877 , Tex.App.-Tyler Debtor appealed deficiency judgment rendered by the 114th District Court, Smith County, Galoway Calhoun, J., following bank's private sale of collateral. The Court of Appeals,...	Feb. 18, 1988	Case		3 S.W.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	50. Timms v. James 621 P.2d 798, 800 , Wash.App. Div. 3 Dentist-seller brought action against dentist-purchaser for breach of contract. The Superior Court, Grant County, Willard A. Zellmer, J., entered judgment for dentist-seller and...	Dec. 30, 1980	Case		6 S.W.2d
Cited by	51. Mount Vernon Dodge, Inc. v. Seattle-First Nat. Bank 570 P.2d 702, 711 , Wash.App. Div. 1 Insolvent automobile dealership brought action against creditor to recover for alleged conversion of assets taken by creditor which claimed the assets under terms of security...	Oct. 10, 1977	Case		10 S.W.2d
Cited by	52. Vic Hansen & Sons, Inc. v. Crowley 203 N.W.2d 728, 732 , Wis. Action was brought by a automobile seller for an alleged deficiency on resale following the retaking of the automobile. The County Court, Rock County, Mark J. Farnum, J.,...	Jan. 30, 1973	Case		9 S.W.2d
Cited by	53. Todd Equipment v. Precourt 295 N.W.2d 835, 835 , Wis.App. Circuit Court, Waukesha County Reversed	June 24, 1980	Case		—
Mentioned by	54. Davenport v. Chrysler Credit Corp. 818 S.W.2d 23, 32 , Tenn.Ct.App. Buyers of automobile filed action seeking statutory and punitive damages following repossession of their automobile. The Circuit Court, Montgomery County, James E. Walton, J.,...	May 01, 1991	Case		1 2 S.W.2d
Mentioned by	55. Nance v. Reilly 1990 WL 1717, *9 , Tenn.Ct.App. This controversy arises out of the sale of a card and gift shop. The purchasers, Richard J. and Vickie L. Nance, sued the sellers, Timothy J. Reilly and Yong On Reilly and the...	Jan. 10, 1990	Case		9 S.W.2d
Mentioned by	56. Commercial Credit Equipment Corp. v. Bland 1986 WL 8632, *4 , Tenn.Ct.App. Plaintiff, Commercial Credit Equipment Corporation, brought suit in the Circuit Court of Shelby County against defendant Bland for the repossession and sale of a twin-engine...	Aug. 07, 1986	Case		2 S.W.2d
Mentioned by	57. Smith v. Third Nat. Bank 1985 WL 4909, *3 , Tenn.Ct.App. The defendant-counter plaintiff, Third National Bank, has appealed from a non jury judgment dismissing its counter-complaint abainst the plaintiff-counter defendant, Jerry Lee...	Dec. 31, 1985	Case		9 S.W.2d
Mentioned by	58. U.S. v. Whitehouse Plastics 501 F.2d 692, 695 , 5th Cir.(Tex.) The Small Business Administration brought suit to establish a deficiency judgment following a foreclosure sale of personal property. Recovery was allowed by the United States...	Sep. 27, 1974	Case		—

Treatment	Title	Date	Type	Depth	Headnote(s)
Mentioned by	59. Leasing Service Corp. v. Energy Const. Co., Inc. 1980 WL 2046, *3 , S.D.N.Y. In this diversity action, plaintiff Leasing Service Corp. ("Leasing"), the lessor of certain equipment to lessee Energy Construction Co. ("Energy") upon a lease guarantied by...	Dec. 03, 1980	Case		6 S.W.2d
Mentioned by	60. Investors Credit Corp. v. Extended Warranties, Inc. 1989 WL 67739, *19 , M.D.Tenn. This case was referred to the Magistrate by the Honorable John T. Nixon, District Judge, by Order dated January 6, 1987, pursuant to 28 U.S.C. § 636(b)(1)(A) and (B) (Supp.1986),...	Jan. 27, 1989	Case		6 S.W.2d
Mentioned by	61. Gulf Homes, Inc. v. Goubeaux 602 P.2d 810, 813 , Ariz. Action was brought by mobile home seller, following its repossession and purchase of mobile home at repossession sale, for deficiency. Purchasers counterclaimed for common-law...	Oct. 16, 1979	Case		2 6 S.W.2d
Mentioned by	62. Atlas Thrift Co. v. Horan 104 Cal.Rptr. 315, 320 , Cal.App. 3 Dist. Action by lender against alleged 'silent partner' of borrower to recover deficiency judgment after foreclosure sale of collateral. The Superior Court, Sacramento County, B. Abbott...	Oct. 03, 1972	Case		—
Mentioned by	63. Friendly Finance Corp. v. Bovee 702 A.2d 1225, 1228 , Del.Supr. After repossessing motor vehicle and selling it at public auction, assignee of installment sales contract sued debtors for deficiency judgment. The Court of Common Pleas entered...	Nov. 21, 1997	Case		—
Mentioned by	64. Gepetto's Tale O' The Whale of Fort Lauderdale, Inc. v. Landmark First Nat. Bank of Fort Lauderdale 481 So.2d 1282, 1284 , Fla.App. 4 Dist. Bank, as secured creditor, instituted suit following debtor's default on loan. The Circuit Court, Broward County, J. Cail Lee, J., granted prejudgment replevin of collateral and...	Jan. 22, 1986	Case		1 S.W.2d
Mentioned by	65. Moody v. Nides Finance Co. 156 S.E.2d 310, 312 , Ga.App. Action for deficiency judgment against debtor after sale of secured automobile. The Civil Court of Fulton County, E. A. Wright, J., vacated judgment on verdict for debtor and...	June 12, 1967	Case		2 S.W.2d
Mentioned by	66. Tauber v. Johnson 291 N.E.2d 180, 184 , Ill.App. 1 Dist. Secured creditor-seller's judgment by confession against debtor-buyers for deficiency after resale of repossessed automobile was confirmed in part by the Circuit Court of Cook...	Nov. 22, 1972	Case		6 S.W.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Mentioned by	 67. Hall v. Owen County State Bank 370 N.E.2d 918, 926 , Ind.App. 1 Dist. Bank filed suit against maker to recover the amount due on three promissory notes. The Owen Circuit Court, William T. Sharp, J., entered judgment in favor of bank, and defendant...	Dec. 20, 1977	Case		10 S.W.2d
Mentioned by	68. Federal Deposit Ins. Corp. v. Farrar 231 N.W.2d 602, 605 , Iowa Proceeding was brought to recover deficiency judgments on promissory notes executed by defendant. The Jasper District Court, Maynard Hayden, J., entered judgment for plaintiff,...	July 31, 1975	Case		3 5 S.W.2d
Mentioned by	69. ITT-Indus. Credit Co. v. Milo Concrete Co., Inc. 229 S.E.2d 814, 820 , N.C.App. Assignee of retail installment contract and security agreement with respect to a concrete pump brought action to recover deficiency following repossession and resale of the pump,...	Nov. 17, 1976	Case		6 S.W.2d
Mentioned by	 70. Clark Leasing Corp. v. White Sands Forest Products, Inc. 535 P.2d 1077, 1080 , N.M. Secured party sought recovery of deficiency judgment against purchaser of logging equipment. The District Court, Otero County, George L. Zimmerman, D.J., entered judgment on...	May 07, 1975	Case		6 S.W.2d
Mentioned by	71. Dougherty v. 425 Development Associates 462 N.Y.S.2d 851, 854 , N.Y.A.D. 1 Dept. Appeal was taken from an order of the Supreme Court, New York County, Galligan, J., granting defendants' cross motion for summary judgment dismissing complaint by secured debtor...	May 10, 1983	Case		4 S.W.2d
Mentioned by	72. Peoples Acceptance Corp. v. Van Epps 395 N.E.2d 912, 915 , Ohio App. 8 Dist. Secured party brought action against purchasers of automobile seeking to recover deficiency judgment following repossession and sale of automobile, and purchasers brought...	Oct. 26, 1978	Case		2 S.W.2d
Mentioned by	73. Peoples Acceptance Corporation v. Van Epps. 1978 WL 218145, *3 , Ohio App. 8 Dist. This cause came on to be heard upon the pleading and the transcript of the evidence and record in the Rocky River Municipal Court, and was argued by counsel; on consideration...	Oct. 26, 1978	Case		2 S.W.2d
Mentioned by	 74. First Nat. Bank & Trust Co. of Enid v. Holston 559 P.2d 440, 444 , Okla. After secured creditor conducted a private sale of secured interest in collateral, a deficiency judgment was entered in the District Court, Garfield County, Park W. Lamerton, J.,...	Dec. 28, 1976	Case		2 S.W.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Mentioned by	<p> 75. Pioneer Dodge Center, Inc. v. Glaubenslee 649 P.2d 28, 30 , Utah</p> <p>Debtor appealed from a deficiency judgment of the Third District Court, Salt Lake County, David B. Dee, J., entered against her after sale of repossessed truck. The Supreme Court,...</p>	June 04, 1982	Case		—
Mentioned by	<p>76. General Motors Acceptance Corp. v. Sears 1990 WL 283224, *1 , Va.Cir.Ct.</p> <p>COMMERCIAL LAW - Secured Transactions. Creditor rebutted presumption that value of collateral sold after default was equivalent to debt.</p>	Dec. 17, 1990	Case		<p>4</p> <p>S.W.2d</p>
Mentioned by	<p> 77. Grant County Tractor Co. v. Nuss 496 P.2d 966, 968 , Wash.App. Div. 3</p> <p>Action by seller of tractor and other farm equipment against buyers for deficiency judgment on contract and security agreement. The buyers counterclaimed for rescission of contract...</p>	May 08, 1972	Case		<p>6</p> <p>S.W.2d</p>
—	<p>78. Sufficiency of secured party's notification of sale or other intended disposition of collateral under UCC sec. 9-504(3) 11 A.L.R.4th 241</p> <p>This annotation collects and analyzes the state and federal cases in which the courts have discussed or decided whether, or under what circumstances, a notification of an intended...</p>	1982	ALR	—	<p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>10</p> <p>S.W.2d</p>
—	<p>79. What is "commercially reasonable" disposition of collateral required by UCC sec. 9-504(3) 7 A.L.R.4th 308</p> <p>This annotation collects and analyzes the state and federal cases in which the courts have discussed or decided whether, or under what circumstances, a secured party disposing of...</p>	1981	ALR	—	<p>2</p> <p>4</p> <p>6</p> <p>7</p> <p>S.W.2d</p>
—	<p>80. Failure of secured party to make "commercially reasonable" disposition of collateral under UCC sec. 9-504(3) as bar to deficiency judgment 10 A.L.R.4th 413</p> <p>This annotation collects and analyzes the state and federal cases in which the courts have discussed or decided whether, or under what circumstances, a secured party's failure to...</p>	1981	ALR	—	—
—	<p>81. Uniform Commercial Code: burden of proof as to commercially reasonable disposition of collateral 59 A.L.R.3d 369</p> <p>Collected and analyzed in this annotation are those cases wherein courts have discussed the burden of proving commercial reasonableness in the disposition of collateral under the...</p>	1974	ALR	—	<p>2</p> <p>4</p> <p>6</p> <p>9</p> <p>10</p> <p>S.W.2d</p>

Treatment	Title	Date	Type	Depth	Headnote(s)
—	82. Secured transactions: what constitutes "consumer goods" under UCC sec. 9-109(1) 77 A.L.R.3d 1225 This annotation collects and discusses those cases in which the courts have considered what constitutes "consumer goods" as that phrase is used in UCC § 9-109(1). Any local...	1977	ALR	—	—
—	83. Secured transactions: what constitutes "inventory" under UCC sec. 9-109(4) 77 A.L.R.3d 1266 This annotation collects and discusses those cases in which the courts have dealt with the specific question of what constitutes "inventory" under UCC § 9-109(4). Any local...	1977	ALR	—	—
—	84. Anderson on the Uniform Commercial Code s 9-109:32, § 9-109:32. What are consumer goods Consumer goods include an engagement ring, household furniture, a television set, a VCR, and a laundry dryer purchased for home use; a heating pump attached to a residence; a...	2019	Other Secondary Source	—	—
—	85. Anderson on the Uniform Commercial Code s 1-201:326, § 1-201:326. Giving of notice—Effect of requirement of good faith In determining whether notice has been given, it must be remembered that any section of the UCC that requires, or permits, the giving of notice also requires that the party...	2019	Other Secondary Source	—	2 S.W.2d
—	86. Anderson on the Uniform Commercial Code s 1-201:327, § 1-201:327. Giving of notice—Effect of requirement of good faith—Particular applications A secured creditor does not dispose of the collateral in a commercially reasonable manner when the creditor knows in advance of the sale that the notice of the sale has not reached...	2019	Other Secondary Source	—	4 S.W.2d
—	87. Anderson on the Uniform Commercial Code s 1-201:680, § 1-201:680. Postage or cost of transmission For mailing or delivery for transmission to be effective as sending, the expense of mailing or delivery must be taken care of. Otherwise, the sender should realize that receipt of...	2019	Other Secondary Source	—	—
—	88. Anderson on the Uniform Commercial Code s 9-504:585, § 9-504:585. Possible alternative available When there is reason to believe that the debtor could be reached by sending in a different manner or to a different address, the creditor must make a second communication of...	2019	Other Secondary Source	—	4 S.W.2d
—	89. Anderson on the Uniform Commercial Code s 1-201:341 [Rev], § 1-201:341 [Rev]. Postage or cost of transmission In order for mailing or delivery for transmission to be effective as sending, the expense of mailing or delivery must be taken care of. Otherwise, the sender would recognize that...	2019	Other Secondary Source	—	—

Treatment	Title	Date	Type	Depth	Headnote(s)
—	90. Ga. Enforcement Security Interests Personal Property s 8:8, § 8:8. Receipt of notice If the notice is otherwise properly given, is it nonetheless deficient because the noticed party does not actually receive the notice? O.C.G.A. § 11-1-202(e) indicates that a...	2019	Other Secondary Source	—	4 S.W.2d
—	91. Ga. Enforcement Security Interests Personal Property s 12:8, § 12:8. Manner of disposition—Use of dealers and auctioneers In certain situations, the employment of a dealer or professional auctioneer knowledgeable in the quality and sales techniques of the collateral involved may result in the...	2019	Other Secondary Source	—	2 6 S.W.2d
—	92. Hawklnd Uniform Commercial Codes Series s 9–504:2, § 9-504:2. Rights of secured party After the secured party has taken possession of the collateral upon the debtor's default, subsection 9-504(1) provides that he or she may enforce his or her security interest by...	2019	Other Secondary Source	—	2 S.W.2d
—	93. Hawklnd Uniform Commercial Codes Series s 9–504:9, § 9-504:9. Notice to secured parties—Requirement of reasonable notification Subsection 9-504(3) requires that reasonable notification of an intended disposition must be sent by the secured party to the debtor. Other than implying that reasonable...	2019	Other Secondary Source	—	4 S.W.2d
—	94. Hawklnd Uniform Commercial Codes Series s 9–611:1 [Rev], § 9-611:1 [Rev]. Notification—Generally Section 9-610 [Rev] authorizes the secured party to dispose of the collateral after default. In order to protect those whose interests are affected by the disposition, that section...	2019	Other Secondary Source	—	4 S.W.2d
—	95. 2 Illinois Practice Series s 9–613 Form 1, § 9-613 Form 1. Contents and Form of Notification Before Disposition of Collateral—Public Sale (Non-Consumer Goods Transaction) Illinois Practice Series In the case of collateral other than consumer goods, § 9-611(c)(3) of Revised Article 9 requires that notification be sent to any other person from whom the secured party has...	2019	Other Secondary Source	—	4 S.W.2d
—	96. Law of Fraudulent Transactions s 3:113, § 3:113. “Commercially reasonable” disposition of collateral—Good faith and the standard Comment 3 to revised section 9-610 posits the relationship between the ubiquitous good faith requirement and the commercially reasonable disposition standard: [U]nder subsection...	2019	Other Secondary Source	—	2 S.W.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
—	97. Law of Fraudulent Transactions s 3:115, § 3:115. “Commercially reasonable” disposition of collateral—Indicia of fraud and usefulness of fraud analysis Many of the courts ruling on the commercial reasonableness of a sale have emphasized the necessarily factual nature of the court's inquiry when a debtor either offensively or...	2019	Other Secondary Source	—	—
—	98. Tennessee Circuit Court Practice s 1:12, § 1:12. Notice as prerequisite to action Both statutes and contracts may require notice as a condition precedent to bringing an action to enforce rights arising under them. For example, in forcible entry and detainer...	2019	Other Secondary Source	—	—
—	99. Tenn. Prac., UCC Forms s 9-504, Author's General Comments T.C.A. § 47-9-504 sets out the standard of conduct for secured parties in liquidating the collateral subject to the security interest. In the event of a proposed public sale,...	2016	Other Secondary Source	—	4 S.W.2d
—	100. 43 NO 1 Uniform Commercial Code Law Journal ART 4, Strict Foreclosure Under Article 9: Benefits, Risks, and Strategies Attorney at the law offices of Rinehart Fetzer Simonsen & Booth, P.C., in Salt Lake City, Utah.	2011	Other Secondary Source	—	4 S.W.2d
—	101. White & Summers UCC s 34:33, § 34:33. Notice, sections 9-611 through 9-615—Sending the notice Section 9-611 requires that notice be "sent" as defined by section 9-102(a)(75)(A), which requires that the notice also be reasonably addressed. Section 9-102(a)(75)(B), in the...	2019	Other Secondary Source	—	4 S.W.2d
—	102. 4 Am. Jur. Proof of Facts 2d 1, Secured Party's Failure to Sell Collateral in Commercially Reasonable Manner Am. Jur. Proof of Facts 2d Secured transactions encompass a multiplicity of devices for commercial financing. The term "secured transaction" originated in the Uniform Commercial Code; it is, in effect, any...	2019	Other Secondary Source	—	2 S.W.2d
—	103. 13 Am. Jur. Proof of Facts 2d 411, Failure to Act in Commercially Reasonable Manner in Resale of Goods Am. Jur. Proof of Facts 2d The Uniform Commercial Code provides for a resale of goods which are the subject matter of a contract of sale by a seller, a person in the position of a seller, or a buyer....	2019	Other Secondary Source	—	4 7 S.W.2d
—	104. 35 Am. Jur. Proof of Facts 2d 517, Sufficiency of Notice of Secured Party's Proposed Disposition of Collateral Am. Jur. Proof of Facts 2d A secured transaction is any transaction that creates an interest in personal property or fixtures to secure the payment or performance of an obligation. The law of secured...	2019	Other Secondary Source	—	3 4 S.W.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
—	<p>105. COMMON SENSE AND ARTICLE 9: A UNIFORM APPROACH TO AUTOMOBILE REPOSSESSIONS 1988-DEC Army Law. 8 , 8+</p> <p>At best, automobile repossession cases are vexing irritants for legal assistance attorneys. They are particularly frustrating given the circumstances in which they typically arise....</p>	1988	Law Review	—	<p>4 10</p> <p>S.W.2d</p>
—	<p>106. TANENBAUM v. ECONOMICS LABORATORY: SECURED CREDITOR'S PITFALL 34 Baylor L. Rev. 605 , 633</p> <p>The secured creditor has been vested with a great degree of freedom under the Uniform Commercial Code. This is particularly true of the provisions of Article 9 that relate to a...</p>	1982	Law Review	—	—
—	<p>107. ARTICLE 9'S INCORPORATION STRATEGY AND NOVEL, NEW MARKETS FOR COLLATERAL: A THEORY OF NON-ADOPTION 55 Buff. L. Rev. 137 , 250+</p> <p>Here is a puzzle: online auctions like eBay widely are heralded as efficient, robust markets through which millions of businesses and people have sold billions of dollars of all...</p>	2007	Law Review	—	<p>2 6</p> <p>S.W.2d</p>
—	<p>108. U.C.C. ARTICLE 9: PERSONAL PROPERTY SECURED TRANSACTIONS 63 Bus. Law. 1353 , 1373</p> <p>Revised Article 9 is now seven years old and continues to develop as its own body of law. In the last year, courts have done a generally good job applying revised Article 9....</p>	2008	Law Review	—	<p>4</p> <p>S.W.2d</p>
—	<p>109. THE DEFAULT PROVISIONS OF REVISED ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE: PART I 54 Bus. Law. 1113 , 1179</p> <p>The default provisions of Article 9 of the Uniform Commercial Code (U.C.C. or Code) strive to provide "flexible, effective, and efficient realization procedures." The provisions...</p>	1999	Law Review	—	<p>4</p> <p>S.W.2d</p>
—	<p>110. SEARCHING FOR COMMERCIAL REASONABLENESS UNDER THE REVISED ARTICLE 9 87 Iowa L. Rev. 1383 , 1504</p> <p>Introduction. 1385 I. Conflicting Approaches of Commercial Reasonableness and the Treatment of Deficiencies Under Former Article 9. 1392 A. Sale Procedures Versus Sale Proceeds...</p>	2002	Law Review	—	<p>2</p> <p>S.W.2d</p>
—	<p>111. A COMMERCIALLY REASONABLE SALE UNDER ARTICLE 9: COMMERCIAL, REASONABLE, AND FAIR TO ALL INVOLVED 28 Loy. L.A. L. Rev. 235 , 248</p> <p>Debtor, a road contractor, falls behind in payments to Equipment Financier, a secured creditor. Equipment Financier exhorts Debtor to bring payments current or Equipment Financier...</p>	1994	Law Review	—	<p>6</p> <p>S.W.2d</p>

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—	112. REVISITING THE MISSING WITNESS INFERENCE -- QUIETING THE LOUD VOICE FROM THE EMPTY CHAIR 44 Md. L. Rev. 137 , 176 The situation is one of the oldest and most common in trial practice: One party fails to call a witness whose testimony evidently could help illuminate a material issue for the...	1985	Law Review	—	—
—	113. THE DISPOSITION OF REPOSSESSED COLLATERAL IN TENNESSEE: NOTICE, COMMERCIAL REASONABLENESS, AND DEFICIENCY JUDGMENTS 16 Mem. St. U. L. Rev. 375 , 379+ In order to promote the economic efficiency of the flow of financial resources from lenders to borrowers, the financing system must function in a way that will protect the lender...	1986	Law Review	—	2 4 6 S.W.2d
—	114. I CAN GET IT FOR YOU WHOLESALE: THE LINGERING PROBLEM OF AUTOMOBILE DEFICIENCY JUDGMENTS 27 Stan. L. Rev. 1081 , 1107+ The majority of states, while increasingly protecting the buyer in most areas of consumer transactions, still maintain at least one well-defended stronghold for the secured...	1975	Law Review	—	3 S.W.2d
—	115. PROFIT ON DEFAULT: AN ARCHIVAL STUDY OF AUTOMOBILE REPOSSESSION AND RESALE 22 Stan. L. Rev. 20 , 61 Every group of statements that mandates what is to be done and how is the description of a model. The formal system analyzed here is but one such legal model, the Retail...	1969	Law Review	—	6 S.W.2d
—	116. THE NEW ARTICLE 9: ITS IMPACT ON TENNESSEE LAW (PART II) 67 Tenn. L. Rev. 329 , 355+ C1-5Table of Contents VII. L2-4Priorities 330 A. L3-4The General Priority Rules 330 B. L3-4Future Advances 331 C. L3-4Purchase Money 332 D. L3-4Deposit Accounts 333 E....	2000	Law Review	—	2 4 6 S.W.2d
—	117. CASE COMMENTARIES 9 Transactions: Tenn. J. Bus. L. 453 , 470+ In Dr. Miles Medical Co. v. John D. Park & Sons Co., 220 U.S. 373 (1911), the United States Supreme Court ruled that vertical minimum resale price agreements constituted a per se...	2008	Law Review	—	4 S.W.2d
—	118. ARTICLE 9 FORECLOSURE 1. The 1962 or 1972 Code is in effect in the applicable jurisdiction—local variations will not be considered. 2. Secured creditor has a valid and enforceable security interest in...	1989	Other Secondary Source	—	4 S.W.2d

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—	119. P 99,052 EXCESSIVE FINANCE CHARGE ON DEFICIENCY AFTER RESALE-DEFICIENCY AFTER COMMERCIAL UNREASONABLE SALE, (NOV. 22, 1972) Consumer Credit Guide A finance charge of more than 36% per year on a six year old car to be paid in 47 weekly payments violated par. 581 of the Motor Vehicle Retail Installment Sales Act, but the...	1972	Other Secondary Source	—	—
—	120. 89 CCH DEC., FSLR P 94,343, INVESTORS CREDIT CORP. V. EXTENDED WARRANTIES, INC., ET AL. Federal Securities Cases Archive U.S. District Court, M.D. Tennessee, Docket No. 3-86-0851 January 27, 1989 Magistrate's Report, Recommendation of September 2, 1987 in full text. District Judge's opinion in full...	1989	Other Secondary Source	—	6 S.W.2d
—	121. P 56,449 THIRD TIME'S A CHARM? COURT CLARIFIES BURDEN OF PROOF FOR REGIONS BANK Secured Transactions Guide A secured party, Regions Bank, that failed to comply with the notice requirements of Article 9 of the Tennessee UCC, bore the burden of proving by a preponderance of the evidence...	2019	Other Secondary Source	—	3 S.W.2d
—	122. P 56,162 E-MAILS SENT BY LENDER SATISFIED NOTICE REQUIREMENT Secured Transactions Guide A lender, which provided notice of disposition of collateral to the debtor's attorney by e-mail, provided notice sufficient to inform the debtor of the sale and opportunity to find...	2008	Other Secondary Source	—	—
—	123. P 56,123 NOTIFICATION REQUIREMENT SATISFIED WHEN CREDITOR SENT NOTICE Secured Transactions Guide A creditor provided a Tennessee debtor with reasonable notification of disposition of the debtor's repossessed automobile in accordance with Section 9-611(b) of the Tennessee UCC,...	2007	Other Secondary Source	—	4 S.W.2d
—	124. P 56,084 LENDER'S SALE OF REPOSSESSED PROPERTY VIOLATED UCC Secured Transactions Guide Although a lender was not required to send a notice of intent to dispose of property to a consumer by certified mail, once the lender did so, the lender was required to confirm...	2006	Other Secondary Source	—	3 4 S.W.2d
—	125. P 55,760 COMMERCIAL REASONABLENESS OF DISPOSITION OF COLLATERAL Secured Transactions Guide Although a secured lender failed to provide actual notice of a sale of pertinent collateral to a debtor logging company's officer, that fact alone did not make the sale...	1999	Other Secondary Source	—	3 S.W.2d


Treatment	Title	Date	Type	Depth	Headnote(s)
—	126. P 55,667 INSUFFICIENT NOTICE OF PUBLIC SALE OF REPOSSESSED AUTOMOBILE Secured Transactions Guide A creditor that sought a deficiency judgment after a public sale of a repossessed car did not satisfy the notification requirements under § 9-504(3) of the Delaware UCC for that...	1997	Other Secondary Source	—	—
—	127. P 55,543 SALE 13 MONTHS AFTER DEFAULT NOT COMMERCIALY REASONABLE Secured Transactions Guide Constructive Possession.—A creditor who had not retrieved collateral until more than thirteen months after the debtor had surrendered it had gained constructive possession of the...	1996	Other Secondary Source	—	2 3 4 S.W.2d
—	128. P 55,118 NOTICE RECEIVED BY NON-DEBTOR WAS SUFFICIENT Secured Transactions Guide A notice of intended disposition of repossessed collateral sent by certified mail to the debtor's address was sufficient under UCC Sec. 9-504 even though it was signed for by...	1990	Other Secondary Source	—	4 S.W.2d
—	129. P 54,840 NOTICE OF PUBLIC SALE WAS INSUFFICIENT FOR PRIVATE SALE Secured Transactions Guide Notice of the intended disposition of collateral at a public sale was inadequate under UCC Sec. 9-504 for a private sale of the collateral. The debtor obtained a loan to buy an...	1988	Other Secondary Source	—	4 S.W.2d
—	130. P 54,782 ORAL NOTICE OF DISPOSITION WAS INSUFFICIENT Secured Transactions Guide Oral notice of the intended disposition of repossessed collateral was insufficient under UCC Sec. 9-504 since the Code seems to contemplate written notice. The debtors granted a...	1987	Other Secondary Source	—	3 4 5 S.W.2d
—	131. P 54,569 CASUAL NOTICE WAS NOT NOTICE OF ASSIGNMENT Secured Transactions Guide A demand to sign a paper when the signatory was unable to read it without his glasses did not constitute notice of an assignment of an account receivable under UCC Sec. 9-318, and...	1986	Other Secondary Source	—	5 S.W.2d
—	132. P 54,567 DISPOSITION OF COLLATERAL WAS REASONABLE Secured Transactions Guide Disposition of repossessed collateral was reasonable under UCC Sec. 9-504 where the type of collateral had a limited market and so was properly advertised by the creditor's...	1986	Other Secondary Source	—	2 S.W.2d
—	133. P 54,229 BURDEN OF PROOF FOR DEFICIENCY WAS ON CREDITOR Secured Transactions Guide In order to obtain a deficiency under UCC Sec. 9-504, the creditor has the burden of proving that the notice of disposition was adequate and the disposition was commercially...	1984	Other Secondary Source	—	—

Treatment	Title	Date	Type	Depth	Headnote(s)
—	134. P 53,723 UNDELIVERED NOTICE WAS NO NOTICE Secured Transactions Guide Where notice of the disposition of collateral was returned to the creditor by the post office as undelivered, no notice was given under UCC Sec. 9-504 since the creditor could have...	1982	Other Secondary Source	—	4 S.W.2d
—	135. P 53,571 FILING IN NAME OF PARTNERSHIP WAS ACCEPTABLE, AS WAS DISPOSITION OF TOYS, BUT FAILURE TO PAY TAX WAS WRONG Secured Transactions Guide Partnership.—Filing a financing statement in the name of a partnership was proper under UCC Sec. 9-402. A partnership granted its supplier a security interest in its inventory in...	1981	Other Secondary Source	—	2 S.W.2d
—	136. P 53,562 SALE NOTICE WAS INADEQUATE Secured Transactions Guide Notice of the intended disposition of collateral became inadequate under UCC Sec. 9-504 when the collateral was not actually sold for more than a year afterwards. A debtor granted...	1981	Other Secondary Source	—	4 S.W.2d
—	137. P 53,528 NOTICE OF DISPOSITION WAS UNREASONABLE FOR LACK OF DATE Secured Transactions Guide A notice of disposition that stated the collateral would be offered at a private sale was unreasonable under UCC Sec. 9-504 since it did not state the date after which the...	1981	Other Secondary Source	—	4 S.W.2d
—	138. P 52,659 DENIAL OF DEFICIENCY FOR IMPROPER REPOSSESSION SALE Secured Transactions Guide Reasonable notice requirement.—Three days notice of an impending sale of a repossessed vehicle was not commercially reasonable, within the stated purpose of UCC Sec. 9-504(3),...	1975	Other Secondary Source	—	3 5 S.W.2d
—	139. P 52,521 SECOND ATTEMPT TO DELIVER NOTICE OF FORECLOSURE SALE Secured Transactions Guide Notice to debtor.—The assignee of a secured creditor did not act in good faith nor take the proper steps to notify the debtor of a foreclosure sale when, although it had...	1975	Other Secondary Source	—	4 S.W.2d
—	140. P 52,056 REASONABLE NOTIFICATION OF SALE AFTER REPOSSESSION Secured Transactions Guide Compliance with the rules for notice of a buyer's right to redeem a repossessed automobile, by sending certified mail to the buyer's last known address, did not meet the...	1973	Other Secondary Source	—	3 S.W.2d

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—	141. P 52,054 FAILURE OF REASONABLE DISPOSITION OF COLLATERAL AFTER DEFAULT Secured Transactions Guide Failure of repossessing parties to proceed with reasonable speed in the disposition of collateral in accordance with the Uniform Commercial Code, subjected the parties to the...	1973	Other Secondary Source	—	—
—	142. P 51,964 FAILURE TO GIVE NOTICE OF THE SALE OF COLLATERAL Secured Transactions Guide The affirmative relief afforded by the California Commercial Code Sec. 9507(1) to a wronged debtor, did not preclude his using the secured party's violation of the default...	1972	Other Secondary Source	—	—
—	143. P 51,834 FAILURE TO GIVE DEBTOR NOTICE AND RIGHT TO DEFICIENCY Secured Transactions Guide Notice.—A secured party whose debtors unilaterally returned farming equipment and who subsequently resold one piece of the equipment without first giving the debtors notice was not...	1972	Other Secondary Source	—	—
—	144. P 51,357 DISPOSITION OF COLLATERAL Secured Transactions Guide Notice.—It could not be said as a matter of law that a finance company complied with the notice requirements of the UCC (Sec. 9-504), since the debtors not only denied ever having...	1970	Other Secondary Source	—	9 S.W.2d

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Mentioned	<p>1. Beets v. John R. Jarnagin Motor Co. 175 S.W.2d 326, Tenn., 1943</p> <p>Error to Circuit Court, Grainger County; W. D. McSween, Judge. Action by R. D. Beets against John R. Jarnagin Motor Company to recover for money had and received. Judgment for...</p>	Case			351
Cited	<p>2. Burden v. Burden 313 S.W.2d 566, Tenn.Ct.App., 1957</p> <p>Child custody case. The Chancery Court, Cumberland County, A. F. Officer, Chancellor, awarded custody of the children to their mother and enjoined their father from prosecuting a...</p>	Case			351
Distinguished	<p> 3. Hudspeth Motors, Inc. v. Wilkinson 382 S.W.2d 191, Ark., 1964</p> <p>Conditional seller's action to recover balance due. The Circuit Court, Boone County, Woody Murray, J., rendered judgment for defendant, and plaintiff appealed. The Supreme Court,...</p>	Case			350
Mentioned	<p>4. Kidd v. Condry 154 S.W.2d 530, Tenn.Ct.App., 1941</p> <p>Appeal in Error from Circuit Court, Blount County; Pat Quinn, Judge. Action by William Horace Kidd against W. M. Condry to recover payments made on an automobile purchased from...</p>	Case			351
Cited	<p> 5. Mullane v. Central Hanover Bank & Trust Co. 70 S.Ct. 652, U.S.N.Y., 1950</p> <p>Proceeding by the Central Hanover Bank and Trust Company, as trustee, etc., for judicial settlement of its accounts as trustee of a common trust fund established under the New York...</p>	Case			351
Cited	<p> 6. National Life & Acc. Ins. Co. v. Eddings 221 S.W.2d 695, Tenn., 1949</p> <p>Error to Circuit Court, Madison County; Mark A. Walker, Judge. Action by J. L. Eddings against National Life & Accident Insurance Company for benefits on account of sickness under...</p>	Case		”	351
Cited	<p>7. Range Motor Co. v. Tipton 33 S.W.2d 75, Tenn., 1930</p> <p>Error to Circuit Court, Carter County; D. A. Vines, Judge. Suit by Albert C. Tipton against the Range Motor Company. Judgment for plaintiff, and defendant brings error. Reversed,...</p>	Case			350

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Cited	<p>8. Whitelaw Furniture Co. v. Boon 52 S.W. 155, Tenn., 1899 Error to circuit court, Madison county; Levi S. Woods, Judge. Action by Tom Boon against the Whitelaw Furniture Company. Judgment for plaintiff. Defendant brings error. Affirmed.</p>	Case			351

Filings

There are no Filings for this citation.