



KeyCite Yellow Flag - Negative Treatment

Distinguished by [Indianapolis Car Exchange, Inc. v. Alderson](#), Ind.App., August 5, 2009

108 N.H. 386

Supreme Court of New Hampshire.

NATIONAL SHAWMUT BANK OF BOSTON

v.

Victor L. JONES.

No. 5644.

|
Argued Nov. 7, 1967.|
Decided Dec. 29, 1967.**Synopsis**

Action of replevin by bank to recover possession of an automobile. The trial court, Leahy, C.J., transferred the case without ruling on certain questions. The Supreme Court, Grimes, J., held that defendant purchaser of automobile would not take free of bank's security interest under statute relating to protection of buyers of goods even if he purchased for his own personal, family or household purposes, which was a fact not agreed upon, since, prior to the purchase, the bank filed a financing statement.

Remanded.

West Headnotes (6)

[1] Secured Transactions

Consumer Goods

Since original purchaser of automobile bought it for personal family or household purposes, the automobile would be classified as "consumer goods". [RSA 382-A:9-109](#).

[1 Cases that cite this headnote](#)**[2] Secured Transactions**

Operation and Effect of Filing

Security interest of plaintiff bank in automobile was perfected by filing the financing statement with the town clerk of locality where original purchaser resided, which interest would

generally continue when the collateral was sold without bank's consent. [RSA 382-A:9-306\(2\)](#), [382-A:9-307\(1\)](#), [382-A:9-401\(1\) \(a\)](#).

[3] Secured Transactions

Buyers of Goods, Protection Against Perfected Security Interests

Since defendant purchaser of automobile bought it in good faith without knowledge that sale to him was in violation of security interest of plaintiff bank, and automobile was purchased in the ordinary course from a person in the business of selling automobiles, defendant was a "buyer in the ordinary course of business", but he would take free only of a security interest created by his seller, and where bank's security interest was not created by defendant's seller defendant did not take free of bank's security interest under statute relating to protection of buyers of goods. [RSA 382-A:1-201\(9\)](#), [382-A:9-307\(1\)](#).

[20 Cases that cite this headnote](#)**[4] Secured Transactions**

Buyers of Goods, Protection Against Perfected Security Interests

Defendant purchaser of automobile would not take free of bank's security interest under statute relating to protection of buyers of goods even if he purchased for his own personal, family or household purposes, which was a fact not agreed upon, since prior to the purchase, the bank filed a financing statement. [RSA 382-A:9-307\(2\)](#).

[13 Cases that cite this headnote](#)**[5] Secured Transactions**

Statutory Provisions

Court had no leeway to create any other exception to dictates of the Uniform Commercial Code and, in action by bank against purchaser of automobile, no custom, usage or agreement was brought to court's attention which would permit it to do so. [RSA 382-A:1-102\(2\)](#), [382-A:9-360\(2\)](#).

[1 Cases that cite this headnote](#)

[6] Secured Transactions**🔑 Buyers of Goods, Protection Against Perfected Security Interests**

A security interest in case of a sale without consent may be impaired only as provided in statute relating to secured transactions, and is unaffected by statute relating to rights of seller's creditors against sold goods. [RSA 382-A:2-402](#), [382-A:2-403\(1\)](#), [382-A:9-101](#) et seq.

8 Cases that cite this headnote

387 **484** Action of replevin to recover possession of a 1964 Dodge Dart '270' station wagon. *485** Defendant's motion for custody under RSA 536:5 was granted upon his filing a bond in the amount of \$2,000.00 to secure payment of any judgment which might be rendered against him. According to an agreed statement of facts, Robert D. Wever of Hampton, New Hampshire, purchased the Dart from Wentworth Motor Company Inc. of Exeter on February 15, 1965 under a conditional sale contract for personal, family or household purposes. He executed a 'Retail Installment Contract' which was assigned by Wentworth to the plaintiff. This contract was filed with the Town Clerk of Hampton pursuant to [RSA 382-A:9-401](#) on February 24, 1965. Sometime thereafter, without the consent of the plaintiff, Wever traded or sold the Dart to Hanson-Rock Inc. of Hampton, an automobile dealer in the business of selling new and used cars to the public. [RSA 382-A:1-201\(9\)](#). Defendant, a resident of Hampton, purchased the Dart from Hanson-Rock on April 8, 1966 for good and sufficient consideration in good faith and without any actual knowledge of any security interest of the plaintiff or anyone else. Neither the defendant nor the Hampton National Bank from which he borrowed the purchase price examined or searched for any filing in the office of the town clerk. (It was agreed at argument that unless a search was made under the name Wever, the Retail Installment Contract could have been found only by examining all such contracts for the serial number of the vehicle.) An unpaid balance of \$1,490.17 is still due under the installment contract.

The following questions were transferred without ruling by Leahy, C.J.:

1. Whether the defendant is liable to the plaintiff in the amount of \$1,490.17, the amount outstanding under the Retail

Installment Contract executed by Robert Wever in favor of Wentworth Motors, Inc., and subsequently assigned to the plaintiff.

2. Whether under the provisions of the Uniform Commercial Code in New Hampshire (RSA 382-A) a buyer in ordinary course of business takes free of a perfected security interest created by a person other than the seller from whom the buyer purchased the goods.

Attorneys and Law Firms

Perkins, Holland & Donovan and William Beckett, Exeter, for plaintiff.

***388** William W. Treat and Robert G. Tetler, Hampton, for defendant.

Opinion

GRIMES, Justice.

[1] [2] Since Wever purchased for personal, family or household purposes, the Dart is classified as consumer goods. [RSA 382-A:9-109](#). The plaintiff's security interest was perfected by filing the financing statement with the Town Clerk of Hampton where Wever resided, ([RSA 382-A:9-401](#) and continues when the collateral is sold without its consent as was the case here unless Article 9 provides otherwise. [RSA 382-A:9-306\(2\)](#)). In the case of buyers of goods, Article 9-307(1) does provide otherwise in certain instances, as follows:

'A buyer in ordinary course of business (subsection (9) of Section 1-201) other than a person buying farm products from a person engaged in farming operations takes free of a security interest created by his seller even though the security interest is perfected and even though the buyer knows of its existence.'

[3] [4] [5] Since defendant purchased in good faith without knowledge that the sale to him was in violation of the security interest of another and bought in the ordinary course from a person in the business of selling automobiles, he was a 'buyer in the ordinary course of business.' [RSA 382-A:1-201\(9\)](#). However, s. 307(1) permits him to take free

only of 'a security interest created by his seller.' The security interest of the plaintiff was not created by Hanson-Rock, Inc., the defendant's seller, but by Wentworth Motor Co., Inc. Defendant, **486 therefore, does not take free of the plaintiff's security interest under this section. Neither does he take free of the security interest by reason of the provisions of s. 307(2) relating to consumer goods even if he purchased for his own personal, family or household purposes (a fact not agreed upon) because 'prior to the purchase, the secured party * * * filed a financing statement * * *.' These are the only two provisions of Article under which a buyer of goods can claim to take free of a security interest where a sale, exchange or other disposition of the collateral was without the consent of the secured party. The defendant does not benefit from either one. Article 9-306(2) gives the court no leeway to create any other exceptions to its dictates and no custom, usage or agreement has been brought to our attention which would permit us to do so. [RSA 382-A:1-102\(2\)](#). See [Lincoln Bank & Trust Co. v. Queenan, 344 S.W.2d 383 \(Ky.\)](#).

389 Defendant contends that [RSA 382-A:2-403\(1\)](#) provides an escape from plaintiff's security interest when it provides ' * * a person with a voidable title has power to transfer a good title to a good faith purchaser for value. * * *'

[6] The contention has two answers. Article 9-306(2) provides for the continuance of the security interest 'except when this Article provides otherwise,' thereby limiting any exceptions to those contained in Article 9; and Article 2-403 itself provides that the rights of 'lien creditors are governed by the Articles on Secured Transactions (Article 9) * * *.' See also, Article 2-402 which provides '(3) Nothing in this article shall be deemed to impair the rights of creditors of the seller (a) under the provisions of the Article on Secured Transactions (Article 9) * * *.' It is clear, therefore, that a security interest in the case of a sale without consent was to be impaired only as provided in Article 9 and is unaffected by Article 2-402.

Our answer to question 1 is in the affirmative and to question 2 is in the negative.

Remanded.

All concurred.

All Citations

108 N.H. 386, 236 A.2d 484, 4 UCC Rep.Serv. 1021

Negative Treatment

Negative Citing References (2)


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. Indianapolis Car Exchange, Inc. v. Alderson MOST NEGATIVE 910 N.E.2d 802 , Ind.App. COMMERCIAL LAW - Secured Transactions. Buyers of truck from second dealership took title free of lien placed by auction house after first dealership's nonpayment.	Aug. 05, 2009	Case		3 4 6 A.2d
Not Followed in	2. General Motors Acceptance Corp. of Canada v. Owens 1993 WL 1438546 , Alta. Q.B.	July 09, 1993	Case	—	—

Citing References (78)

Treatment	Title	Date	Type	Depth	Headnote(s)
Distinguished by NEGATIVE	1. Indianapolis Car Exchange, Inc. v. Alderson 910 N.E.2d 802, 806+ , Ind.App. COMMERCIAL LAW - Secured Transactions. Buyers of truck from second dealership took title free of lien placed by auction house after first dealership's nonpayment.	Aug. 05, 2009	Case		3 4 6 A.2d
Discussed by	2. In re Fred Madore Chevrolet-Pontiac-Oldsmobile, Inc. ” 219 B.R. 938, 943+ , Bkrcty.D.N.H. Secured Transactions. Court could not divorce car dealership's servicing and sales departments, in deciding whether the entity to which car owner entrusted his vehicle dealt "in...	Mar. 24, 1998	Case		3 A.2d
Discussed by	3. Exchange Bank of Osceola v. Jarrett ” 588 P.2d 1006, 1009+ , Mont. Bank instituted action to foreclosure its security interest in tractor, and remote buyer of tractor filed motion to dismiss for failure to state claim upon which relief could be...	Jan. 10, 1979	Case		3 4 6 A.2d
Discussed by	4. Bank of the West's Response to Defendants' Motion to Dismiss, Abate, and Request for Judicial Notice and Full Faith and Credit of Alabama Trial Court ... BANK OF THE WEST, Plaintiff, v. WAYNE THOMPSON AND DEBBIE THOMPSON, Defendants. 2002 WL 34490932, *34490932+ , Fla.Cir.Ct. (Trial Motion, Memorandum and Affidavit)	June 14, 2002	Motion		—
Cited by	5. Balon v. Cadillac Auto. Co. of Boston 303 A.2d 194, 196+ , N.H. Suit in trover to recover damages for conversion of automobile. In second suit dealer brought an action of replevin to recover another automobile. The trial court, Perkins, J.,...	Mar. 29, 1973	Case		3 4 A.2d
Cited by	6. Aircraft Trading and Services Inc. v. Braniff, Inc. ” 819 F.2d 1227, 1235+ , 2nd Cir.(N.Y.) Chattel mortgage holder for jet aircraft engine brought action for conversion, replevin and forfeiture against two subsequent purchasers of engine and purchaser under...	May 22, 1987	Case		3 A.2d
Cited by	7. Matter of Gary Aircraft Corp. 681 F.2d 365, 376+ , 5th Cir.(Tex.) Holder of security interest in two airplanes appealed from a decision of the United States District Court for the Western District of Texas, William S. Sessions, Chief Judge,...	July 28, 1982	Case		3 4 6 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	 8. U.S. v. Hext 444 F.2d 804, 814+ , 5th Cir.(Tex.) Action by United States against cotton farmer, cotton ginning company, warehouseman, and cotton broker for conversion of bales of cotton in which it held a security interest. The...	June 25, 1971	Case		1 A.2d
Cited by	 9. Rex Financial Corp. v. Marshall 406 F.Supp. 567, 578 , W.D.Ark. Plaintiff financing corporation action against seller of mobile homes, buyer of one used and two new homes and bank which had loaned buyer the money with which to make the...	Jan. 07, 1976	Case		—
Cited by	10. In re Woods 25 B.R. 924, 929+ , Bkrtcy.E.D.Tenn. Purchaser of automobile sought to have her rights in car held superior to that of bank with security interest in automobile, or, in alternative, to have dealer who sold her...	Dec. 22, 1982	Case		3 A.2d
Cited by	11. First State Bank of Altoona v. Barnes 496 So.2d 53, 54 , Ala.Civ.App. Secured creditor brought action to enforce whatever security interest it had in equipment of debtor. The Circuit Court, Cullman County, Jack C. Riley, J., denied secured...	June 11, 1986	Case		—
Cited by	 12. Deutsche Credit Corp. v. Case Power & Equipment Co. 876 P.2d 1190, 1194+ , Ariz.App. Div. 1 Credit company sued equipment company for conversion of excavator in which credit company had perfected security interest. The Superior Court, Maricopa County, Cause No. CV...	June 28, 1994	Case		3 6 A.2d
Cited by	13. Black v. Schenectady Discount Corp. 324 A.2d 921, 924+ , Conn.Com.Pl.A.D. Two different buyers of mobile homes from mobile home dealer brought an action for injunction against corporation which had financed the dealer's inventory of mobile homes and...	Jan. 08, 1974	Case		3 4 A.2d
Cited by	14. International Harvester Credit Corp. v. Commercial Credit Equipment Corp. 188 S.E.2d 110, 113 , Ga.App. First secured creditor brought trover action against second secured creditor for recovery of a skidder, a piece of logging equipment, and for value of its hire. The State Court of...	Jan. 13, 1972	Case		—
Cited by	 15. C & J Leasing II Ltd. Partnership v. Swanson ¶¶ 439 N.W.2d 210, 212+ , Iowa Joint replevin action was brought by buyer in ordinary course of business and secured creditor to establish right to possession of farm equipment. The District Court for Polk...	Apr. 19, 1989	Case		6 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	 16. Muir v. Jefferson Credit Corp. 262 A.2d 33, 36 , N.J.Super.L. Action for wrongful conversion of an automobile. Cross-motions for summary judgment confined to issue of liability were filed. The Superior Court, Law Division, Handler, J.S.C.,...	Jan. 21, 1970	Case		3 6 A.2d
Cited by	17. Lindsley v. Financial Collection Agencies, Inc. 410 N.Y.S.2d 1002, 1004+ , N.Y.Sup. Plaintiff purchaser of used automobile from dealer seller brought action against parties who had repossessed automobile under a prior security instrument. The Supreme Court,...	Dec. 05, 1978	Case		3 4 A.2d
Cited by	 18. Adams v. City Nat. Bank & Trust Co. of Norman 565 P.2d 26, 30+ , Okla. Holder of a perfected security interest in an automobile brought action against car salesman and subsequent buyer of car seeking replevin of car. The District Court of Cleveland...	May 24, 1977	Case		3 4 6 A.2d
Cited by	19. Liberty Nat. Bank and Trust Co. of Oklahoma City v. Garcia 686 P.2d 303, 307 , Okla.App. Div. 3 Bank brought action to replevin automobile against current owner and previous owner who had executed security agreement with bank. The District Court, Oklahoma County, Major...	June 12, 1984	Case		3 4 A.2d
Cited by	 20. Schultz v. Bank of the West, C.B.C. 934 P.2d 421, 425+ , Or. Secured Transactions. Purchasers of used motor home from dealer engaged in business of selling such vehicles took free and clear of prior perfected security interest created by...	Mar. 27, 1997	Case		3 4 A.2d
Cited by	21. Fin-Ag, Inc. v. Cimpl's, Inc. 754 N.W.2d 1, 15+ , S.D. COMMERCIAL LAW - Secured Transactions. Cattle buyer took free of security interest created by seller and was therefore not liable for conversion.	June 18, 2008	Case		3 A.2d
Cited by	22. Allis-Chalmers v. Weber 371 N.W.2d 430, 430 , Wis.App. Circuit Court, Marinette County Affirmed	May 07, 1985	Case		3 A.2d
Cited by	23. Petition for Writ of Certiorari Phoenix Lithographing Corp. v. Prestige Associates, Inc. 2006 WL 690656, *690656+ , U.S. (Appellate Petition, Motion and Filing)	Mar. 17, 2006	Petition		5 A.2d
Cited by	24. Brief by Appellant Monica Chavez Barber Monica Chavez BARBER, v. STATE OF ALABAMA. 2010 WL 4313567, *4313567 , Ala.Crim.App. (Appellate Brief)	Sep. 17, 2010	Brief		—

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	25. Appellant's Reply Brief Randall ALDERSON, and Christina Alderson, Appellees/Plaintiffs, v. INDIANAPOLIS CAR EXCHANGE, INC., Appellant/Defendant. Indianapolis Car Exchange, In... 2009 WL 1894964, *1894964+, Ind.App. (Appellate Brief)	June 01, 2009	Brief		—
Cited by	26. Reply Brief of Appellant James WILLIAMS, Jr., Sui Juris, Appellant, v. PRINCE GEORGE'S COUNTY, Maryland, et al., Appellee(s). 2009 WL 1145784, *1145784+, Md.App. (Appellate Brief)	Jan. 29, 2009	Brief		—
Cited by	27. Appellant's Brief and Record Extract James WILLIAMS, Jr., Sui Juris, Appellant, v. PRINCE GEORGE'S COUNTY, MARYLAND, et al., Appellee(s). 2008 WL 5599261, *5599261+, Md.App. (Appellate Brief)	Dec. 01, 2008	Brief		—
Cited by	28. Appellants' Reply Brief Dennis Paul WHARTON, pro se, Defendant-Appellant, v. STATE OF OREGON, Plaintiff-Respondent. 2014 WL 8775120, *1+, Or.App. (Appellate Brief)	June 30, 2014	Brief		—
Cited by	29. Criminal Sentencing Memoranda UNITED STATES OF AMERICA, Fictitious Foreign Plaintiff Wrongdoer, v. Michael Albert FOCIA, Defendant in error, Michael Albert FOCIA, Counter Claimant,... 2015 WL 7580757, *1+, M.D.Ala. (Trial Motion, Memorandum and Affidavit)	Nov. 23, 2015	Motion		—
Cited by	30. Alegis Group L.P.'s Opposition to Plaintiff and Defendant Bent Boat Llc's Motions for New Trial And/Or to Alter or Amend Judgment Anthony VERDONE, v. M/V JOKER'S WILD, her engines, tackle, apparel, etc.; Alegis Group, L.P.; Bent Boat, Llc; and Keith D. Herbott. 2005 WL 696047, *696047, S.D.Tex. (Trial Motion, Memorandum and Affidavit)	Feb. 09, 2005	Motion		—
Cited by	31. Bank of the West's Motion for Summary Judgment BANK OF THE WEST, Plaintiff, v. Wayne THOMPSON, Debbie Thompson, Defendants. 2003 WL 25840171, *25840171, Fla.Cir.Ct. (Trial Motion, Memorandum and Affidavit)	May 06, 2003	Motion		—
Mentioned by	32. Everett Nat. Bank v. Deschuiteneer 244 A.2d 196, 198, N.H. Replevin suit brought by bank which had, after sale took place, perfected its security interest in automobile bought for family purposes by defendant from third person. The Trial...	July 17, 1968	Case		3 4 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Mentioned by	33. Mechanicks Nat. Bank v. Parker 242 A.2d 69, 72 , N.H. Action by mortgagee and mortgagor of automobile against sheriff who had possession under attachment made in action brought by intervenor against mortgagor's brother, in whose name...	May 29, 1968	Case		4 A.2d
Mentioned by	34. Franklin Inv. Co. v. Homburg 252 A.2d 95, 98 , D.C.App. Suit by buyer of automobile against chattel mortgagee which held mortgage created by seller and which repossessed automobile without giving notice to buyer. The District of...	Apr. 03, 1969	Case		5 A.2d
Mentioned by	35. Commercial Credit Equipment Corp. v. Bates 267 S.E.2d 469, 472 , Ga.App. Holder of perfected security interest in a tractor filed petition for a writ of possession against initial and subsequent purchasers of the tractor. The Superior Court, Coffee...	Mar. 05, 1980	Case		3 A.2d
Mentioned by	36. Martin Bros. Implement Co. v. Diepholz 440 N.E.2d 320, 324 , Ill.App. 4 Dist. Original seller of tractor brought action against second and third buyers of the tractor to recover damages for conversion. The Circuit Court, Coles County, William J. Sunderman,...	Sep. 13, 1982	Case		3 6 A.2d
Mentioned by	37. Leasing One Corp. v. Caterpillar Financial Services Corp. 776 N.E.2d 408, 412 , Ind.App. COMMERCIAL LAW - Secured Transactions. Assignee was not a buyer in course of ordinary business and thus did not take priority over secured party.	Oct. 09, 2002	Case		3 4 A.2d
Mentioned by	38. Memphis Bank & Trust Co. v. Pate 362 So.2d 1245, 1250 , Miss. Bank, which was chartered under Tennessee law, and which had been assigned automobile dealer's security interest in automobile sold in Tennessee under installment sales contract,...	Sep. 20, 1978	Case		4 A.2d
Not Followed in NEGATIVE	39. General Motors Acceptance Corp. of Canada v. Owens 1993 WL 1438546 , Alta. Q.B.	July 09, 1993	Case	—	—
—	40. What constitutes secured party's authorization to transfer collateral free of lien under UCC sec. 9-306(2) 37 A.L.R.4th 787 This annotation collects and analyzes the state and federal cases in which the courts have discussed or decided what constitutes a secured party's authorization to transfer...	1985	ALR	—	5 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
—	<p>41. Construction and effect of UCC Art 9, dealing with secured transactions, sales of accounts, contract rights, and chattel paper 30 A.L.R.3d 9</p> <p>This annotation discusses all of the cases construing Article 9 of the Uniform Commercial Code, which deals with secured transactions and with sales of accounts, contract rights,...</p>	1970	ALR	—	<p>2 3 4 6</p> <p>A.2d</p>
—	<p>42. Secured transactions: what constitutes "consumer goods" under UCC sec. 9-109(1) 77 A.L.R.3d 1225</p> <p>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...</p>	1977	ALR	—	<p>1 4</p> <p>A.2d</p>
—	<p>43. Anderson on the Uniform Commercial Code s 9-307:6, § 9-307:6. Exception</p> <p>A buyer only takes free of a security interest which is created by the person from whom the buyer purchased the goods.UCC § 9-307(1) gives no protection against a security interest...</p>	2019	Other Secondary Source	—	<p>3</p> <p>A.2d</p>
—	<p>44. Anderson on the Uniform Commercial Code s 9-320:12 [Rev], 9-320:12 [Rev]. Buyer in ordinary course of business—Exception—Created by buyer's seller</p> <p>A buyer only takes free of a security interest which is created by the person from whom the buyer purchased the goods. Assume that Secured Party lends money to Debtor who grants to...</p>	2019	Other Secondary Source	—	<p>3 4</p> <p>A.2d</p>
—	<p>45. Commercial Asset-Based Financing s 8:13, § 8:13. Buyers of collateral—Ordinary course sales—Additional limitations Commercial Asset-Based Financing</p> <p>Two additional limitations apply. First, Article 9 expressly excludes protection for buyers of farm products from a person engaged in farming operations. Earlier drafts of Article...</p>	2019	Other Secondary Source	—	<p>3</p> <p>A.2d</p>
—	<p>46. Commercial Asset-Based Financing s 17:16, § 17:16. Title and sales—Buyers and certificates Commercial Asset-Based Financing</p> <p>Certificate of title rules do not directly alter UCC priority rules regarding the rights of buyers against creditors. In general, a buyer other than in the ordinary course takes...</p>	2019	Other Secondary Source	—	<p>3 6</p> <p>A.2d</p>
—	<p>47. 8A Indiana Practice Series 26-1-9.1-320, 26-1-9.1-320. Buyer of goods Indiana Practice Series</p> <p>As added by P.L.57-2000, SEC.45. This section is based on former § 9-307, and states the general rules as to when a buyer takes goods free of a security interest even though a...</p>	2019	Other Secondary Source	—	<p>3 4</p> <p>A.2d</p>

Treatment	Title	Date	Type	Depth	Headnote(s)
—	<p>48. White & Summers UCC s 33:34, § 33:34. Buyers of goods, sections 9-317, 9-320— Relationship between sections 9-320 and 2-403</p> <p>Section 2-403 is the Article 2 analog to 9-320. Like 9-320, it is a bona fide purchase provision designed to protect good faith purchasers from certain prior interests. May a...</p>	2019	Other Secondary Source	—	<p>3</p> <p>A.2d</p>
—	<p>49. SECTION 9-320(A) OF REVISED ARTICLE 9 AND THE BUYER IN ORDINARY COURSE OF PRE-ENCUMBERED GOODS: SOMETHING OLD AND SOMETHING NEW</p> <p>38 Brandeis L.J. 9 , 46</p> <p>Students learning secured transactions under Article 9 of the Uniform Commercial Code are always troubled by the different results of the following two similar cases. In one...</p>	2000	Law Review	—	<p>4</p> <p>A.2d</p>
—	<p>50. SECURED TRANSACTIONS</p> <p>40 Bus. Law. 1487 , 1533</p> <p>In recent years, the growth of litigation under article 9 of the Uniform Commercial Code has occasioned a change in the orientation of this annual survey. The published judicial...</p>	1985	Law Review	—	<p>3</p> <p>A.2d</p>
—	<p>51. UNIFORM COMMERCIAL CODE ANNUAL SURVEY: GENERAL PROVISIONS, SALES, BULK TRANSFERS, AND DOCUMENTS OF TITLE</p> <p>39 Bus. Law. 1851 , 1910</p> <p>On a number of issues arising under the Uniform Commercial Code (U.C.C. or Code), the courts have reached conflicting results, yet the number of jurisdictions passing on each such...</p>	1984	Law Review	—	<p>3</p> <p>A.2d</p>
—	<p>52. THE BUYER-SECURED PARTY CONFLICT AND SECTION 9-307(1) OF THE UCC: IDENTIFYING WHEN A BUYER QUALIFIES FOR PROTECTION AS A BUYER IN ORDINARY COURSE</p> <p>50 Fordham L. Rev. 657 , 687</p> <p>The buyer in ordinary course of business (BIOC) exception of section 9-307(1) of the Uniform Commercial Code (Code) allows a qualifying buyer to cut off a lender's fully perfected...</p>	1982	Law Review	—	<p>3</p> <p>6</p> <p>A.2d</p>
—	<p>53. ENFORCING ARTICLE 9 SECURITY INTERESTS AGAINST SUBORDINATE BUYERS OF COLLATERAL</p> <p>50 Geo. Wash. L. Rev. 511 , 553</p> <p>C1-3Table of Contents I. Introduction. 512 II. The Secured Party's Right to Possession. 512 A. Retaking Possession by Self-Help or by Action. 512 B. Rights and Responsibilities...</p>	1982	Law Review	—	—
—	<p>54. BUYERS OF USED GOODS AND THE PROBLEM OF HIDDEN SECURITY INTERESTS: A NEW PROPOSAL TO MODIFY SECTION 9-307 OF THE UNIFORM COMMERCIAL CODE</p> <p>36 Hastings L.J. 215 , 254+</p> <p>Although article 9 of the Uniform Commercial Code (article 9) protects buyers of goods in the ordinary course of business from the claims of secured parties, that protection...</p>	1984	Law Review	—	<p>3</p> <p>4</p> <p>A.2d</p>

Treatment	Title	Date	Type	Depth	Headnote(s)
—	<p>55. THE "CREATED BY HIS SELLER" LIMITATION OF SECTION 9-307(1) OF THE U.C.C.: A PROVISION IN NEED OF AN ARTICULATED POLICY</p> <p>60 Ind. L.J. 73 , 111+</p> <p>Courts and commentators for years have been confused about the policy that underlies the "created by his seller" language of section 9-307(1) of the Uniform Commercial Code....</p>	1984	Law Review	—	<p>3</p> <p>4</p> <p>A.2d</p>
—	<p>56. BUYING A PREVIOUSLY LEASED OR RENTED CAR: BUYERS BEWARE OF SELLERS NOT IN BUSINESS OF SELLING GOODS OF THAT KIND</p> <p>24 Mem. St. U. L. Rev. 87 , 109</p> <p>Rather than buying a new car, many consumers choose to purchase low mileage, relatively new vehicles from a car rental or leasing company at a lower price. The fact that the...</p>	1993	Law Review	—	<p>3</p> <p>A.2d</p>
—	<p>57. TRACING PROCEEDS TO ATTORNEYS' POCKETS (AND THE DILEMMA OF PAYING FOR BANKRUPTCY)</p> <p>78 Minn. L. Rev. 1079 , 1189</p> <p>I. Attorneys' Fees in Bankruptcy A. The Mechanics of Attorneys' Fee Payments B. Retainer Agreements II. A Secured Party's Challenges to Attorneys' Fees A. Conversion of Secured...</p>	1994	Law Review	—	—
—	<p>58. SECURED TRANSACTIONS: CERTIFICATES OF TITLE-DELIVERY OR NOTATION? THE LENDER'S DILEMMA</p> <p>37 Okla. L. Rev. 618 , 634</p> <p>In the recent decision of Security National Bank & Trust Co. v. Richardson, the Oklahoma Court of Appeals relied on a dated and out of context quote from a secondary authority and...</p>	1984	Law Review	—	<p>3</p> <p>A.2d</p>
—	<p>59. THE ARTICLE 9 BUYER'S SELLER RULE & THE JUSTIFICATION FOR ITS HARSH EFFECTS</p> <p>83 Or. L. Rev. 289 , 330</p> <p>All fifty states and the District of Columbia adopted Revised Article 9 of the Uniform Commercial Code (Code) in July of 2001. However, Old Article 9 continues to govern the...</p>	2004	Law Review	—	<p>3</p> <p>A.2d</p>
—	<p>60. CONFLICTING SECURITY INTERESTS IN INVENTORY AND PROCEEDS UNDER THE REVISED ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE</p> <p>41 S.C. L. Rev. 247 , 457</p> <p>I. INTRODUCTION II. CONFLICTING SECURITY INTERESTS IN INVENTORY A. The Floating Lienor Versus Prior Secured Parties Who Perfect Automatically B. The Floating Lienor Versus...</p>	1990	Law Review	—	<p>3</p> <p>A.2d</p>
—	<p>61. COMMERCIAL LAW</p> <p>48 Syracuse L. Rev. 451 , 516</p> <p>Introduction. 452 I. Products Liability. 454 A. Introduction. 454 B. Defect, Design Defect, Warning, Evidence of Defect. 456 C. Safety Devices. 461 D. Who is Liable?. 465 ...</p>	1998	Law Review	—	<p>3</p> <p>4</p> <p>A.2d</p>

Treatment	Title	Date	Type	Depth	Headnote(s)
—	62. THE UNIFORM COMMERCIAL CODE AND THE CONCEPT OF POSSESSION IN THE MARKETING AND FINANCING OF GOODS 56 Tex. L. Rev. 1147 , 1194 The "buyer in ordinary course" rule of section 9-307(1) of the Uniform Commercial Code shelters good faith purchasers of certain goods from the rival claims of sellers' secured...	1978	Law Review	—	3 6 A.2d
—	63. BUYER-SECURED PARTY CONFLICTS UNDER SECTION 9-307(1) OF THE UNIFORM COMMERCIAL CODE 46 U. Colo. L. Rev. 333 , 364+ Encumbered goods frequently enter the stream of commerce without the consent of the secured party. When the debtor is judgment proof or immune to process, the secured party often...	1975	Law Review	—	3 A.2d
—	64. THE INTERACTION OF ARTICLES 6 AND 9 OF THE UNIFORM COMMERCIAL CODE: A STUDY IN CONVEYANCING, PRIORITIES, AND CODE INTERPRETATION 39 Vand. L. Rev. 179 , 248 By 1940, the National Conference of Commissioners on Uniform State Laws no longer was content to revise the then existing uniform acts that related to commercial transactions. ...	1986	Law Review	—	3 A.2d
—	65. QUEST FOR UNCERTAINTY: A PROPOSAL FOR FLEXIBLE RESOLUTION OF INHERENT CONFLICTS BETWEEN ARTICLE 2 AND ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE 87 Yale L.J. 907 , 986+ Anglo-American jurisprudence, because of its common law tradition, has focused on the variety of law-giving roles that courts play. In the process of adjudication, courts regularly...	1978	Law Review	—	3 A.2d
—	66. P 56,194 BUYERS IN ORDINARY COURSE TAKE VEHICLE FREE OF LIEN Secured Transactions Guide As buyers in the ordinary course of business, consumers that purchased a used vehicle subject to a prior security interest received the vehicle free of the security interest. An...	2009	Other Secondary Source	—	3 A.2d
—	67. P 56,167 BUYER AFFORDED PROTECTION BY FOOD SECURITY ACT Secured Transactions Guide A meat packing plant was entitled to protection under the Food Security Act (FSA) from liability for conversion, because it did not have notice that the cattle it purchased were...	2008	Other Secondary Source	—	3 A.2d
—	68. P 55,410 PURCHASER'S SECURITY INTEREST MUST BE "CREATED BY SELLER" Secured Transactions Guide Although the original corporate debtor and the subsequent corporate assignee shared the same officers and directors, the assignee's purchaser was not shown to be a buyer in the...	1994	Other Secondary Source	—	3 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
—	69. P 55,018 SCHEMING MIDDLEMAN SOLD FREE OF SECURITY INTEREST Secured Transactions Guide Even though a farm equipment dealer did not create the security interest in the equipment he was selling, a buyer in the ordinary course of business took free of the security...	1989	Other Secondary Source	—	3 A.2d
—	70. P 54,742 SALE OF AIRPLANE WAS NOT IN ORDINARY COURSE OF BUSINESS Secured Transactions Guide The sale of an airplane by an airline was not in the ordinary course of business under UCC Sec. 9-306, precluding termination of a security interest in one of the jet engines on...	1987	Other Secondary Source	—	3 A.2d
—	71. P 53,811 BUYER FROM NON-DEBTOR DID NOT TAKE FREE OF SECURITY INTEREST Secured Transactions Guide The buyer of a bulldozer did not take free of a security interest encumbering it under UCC Sec. 9-307 because the seller was not the party who created the security interest. An...	1982	Other Secondary Source	—	3 4 A.2d
—	72. P 53,763 KNOWLEDGE WAS DETERMINED AT TIME OF SALE Secured Transactions Guide In determining whether or not a purchaser qualified as a buyer in the ordinary course of business under UCC Sec. 9-307, the knowledge of the buyer of any security interests in the...	1982	Other Secondary Source	—	3 A.2d
—	73. P 53,212 PURCHASE IN ORDINARY COURSE OF BUSINESS Secured Transactions Guide	1979	Other Secondary Source	—	3 4 A.2d
—	74. P 52,097 CONTINUANCE OF CONSUMER GOODS STATUS-GOOD FAITH OF SUBSEQUENT PURCHASERS Secured Transactions Guide Consumer Goods.—Motor vehicles sold by a dealer to a dishonest consumer purchaser remained consumer goods when sold subsequently to good faith buyers who took free of the dealer's...	1973	Other Secondary Source	—	3 A.2d
—	75. P 51,745 PURCHASE MONEY INTEREST V. ALLEGED BUYER IN ORDINARY COURSE Secured Transactions Guide A secured party which held a perfected purchase money security interest in a skidder or paylogger prevailed against a corporation which had acquired the skidder by repossession...	1972	Other Secondary Source	—	3 A.2d
—	76. P 51,613 FARMERS HOME ADMINISTRATION V. BUYERS IN ORDINARY COURSE Secured Transactions Guide Continued perfection.—A security interest in cotton retained by the Government in order to insure repayment of a Farmers Home Administration loan did not continue under section...	1971	Other Secondary Source	—	3 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
—	77. P 51,329 FAILURE TO PERFECT LEASE INTENDED AS SECURITY INTEREST Secured Transactions Guide Sufficiency of Description of Collateral.—Because a financing statement described machinery and farm equipment, that had been subleased to a farmer, as 'supplies,' the statement...	1970	Other Secondary Source	—	3 A.2d
—	78. P 51,091 IDENTIFICATION OF DEBTOR ON FINANCING STATEMENT Secured Transactions Guide Sufficiency of Financing Statement.—A financing statement naming a corporation as debtor was sufficient under UCC Sec. 9-402(2) to perfect a security interest in an automobile...	1969	Other Secondary Source	—	3 A.2d

Filings

There are no Filings for this citation.

History

There are no History results for this citation.