

Chapter 79

Secured Transactions; Sales of Accounts, Contract Rights and Chattel Paper

Chapter 79

LAW REVIEW CITATIONS: 42 OLR 1-24.

79.1020

CASE CITATIONS: McCormack Co. v. E. E. McCormack Co., (1964) 239 Or 264, 397 P2d 198; General Elec. Cred. Corp. v. R. A. Heintz Constr. Co., (1969) 302 F Supp 958; Oregon Research Institute, Inc. v. Dept. of Rev., (1971) 4 OTR 433.

79.1030

NOTES OF DECISIONS

The law including rules of conflicts of laws of Colorado applied. General Elec. Cred. Corp. v. R. A. Heintz Constr. Co., (1969) 302 F Supp 958.

79.1040

NOTES OF DECISIONS

Where the Ship Mortgage Act does not govern the rights of the parties this Code applies. Security Bank v. Levens, (1971) 257 Or 630, 480 P2d 706.

79.1050

NOTES OF DECISIONS

Memorandum, which contained no words of creation or grant by bankrupt, was not a "security agreement." DuBay v. Williams, (1969) 417 F2d 1277.

Agreement between bankrupt and creditor together with formal assignment by bankrupt did not create a security interest in future accounts. Id.

FURTHER CITATIONS: Evans Prods. Co. v. Jorgensen, (1966) 245 Or 362, 421 P2d 978.

79.1060

NOTES OF DECISIONS

Agreement between bankrupt and creditor together with formal assignment by bankrupt did not create a security interest in future accounts. DuBay v. Williams, (1969) 417 F2d 1277.

79.1070

CASE CITATIONS: Evans Prods. Co. v. Jorgensen, (1966) 245 Or 362, 421 P2d 978; Stumbo v. Paul B. Hult Lbr. Co., (1968) 251 Or 20, 444 P2d 564.

79.1080

NOTES OF DECISIONS

Without a clear-cut conflict the Oregon Code will not be held to contravene the preferential transfer provision to the Bankruptcy Act. In re Portland Newspaper Pub. Co.,

(1967) 271 F Supp 395; DuBay v. Williams, (1969) 417 F2d 1277.

FURTHER CITATIONS: Stumbo v. Paul B. Hult Lbr. Co., (1968) 251 Or 20, 444 P2d 564.

79.1110

NOTES OF DECISIONS

See cases under ORS 76.1010 to 76.1110.

79.2010

CASE CITATIONS: Evans Prods. Co. v. Jorgensen, (1966) 245 Or 362, 421 P2d 978; Stumbo v. Paul B. Hult Lbr. Co., (1968) 251 Or 20, 444 P2d 564.

79.2030

NOTES OF DECISIONS

When accounts receivable are not designated in the security agreement, no security interest in them is created. DuBay v. Williams, (1969) 417 F2d 1277.

FURTHER CITATIONS: Evans Prods. Co. v. Jorgensen, (1966) 245 Or 362, 421 P2d 978.

79.2040

NOTES OF DECISIONS

Without a clear-cut conflict the Oregon code will not be held to contravene the preferential transfer provision of the Bankruptcy Act. In re Portland Newspaper Pub. Co., (1967) 271 F Supp 395; DuBay v. Williams, (1969) 417 F2d 1277.

The Code does not require a security interest to be perfected by filing to be valid. Security Bank v. Levens, (1971) 257 Or 630, 480 P2d 706.

FURTHER CITATIONS: Evans Prods. Co. v. Jorgensen, (1966) 245 Or 362, 421 P2d 978; Stumbo v. Paul B. Hult Lbr. Co., (1968) 251 Or 20, 444 P2d 564.

LAW REVIEW CITATIONS: 5 OLR 249; 28 OLR 376; 41 OLR 182-188; 48 OLR 149.

79.2060

LAW REVIEW CITATIONS: 48 OLR 148.

79.3010

NOTES OF DECISIONS

The Code does not require a security interest to be perfected by filing to be valid. Security Bank v. Levens, (1971) 257 Or 630, 480 P2d 706.

FURTHER CITATIONS: Stumbo v. Paul B. Hult Lbr. Co., (1968) 251 Or 20, 444 P2d 564.

79.3020

CASE CITATIONS: Dean Vincent, Inc. v. Redisco, Inc., (1962) 232 Or 170, 373 P2d 995; Evans Prods. Co. v. Jorgensen, (1966) 245 Or 362, 421 P2d 978; Stumbo v. Paul B. Hult Lbr. Co., (1968) 251 Or 20, 444 P2d 564; DuBay v. Williams, (1969) 417 F2d 1277.

LAW REVIEW CITATIONS: 47 OLR 146; 7 WLJ 98.

79.3030**NOTES OF DECISIONS**

Without a clear-cut conflict the Oregon code will not be held to contravene the preferential transfer provision of the Bankruptcy Act. In re Portland Newspaper Pub. Co., (1967) 271 F Supp 395; DuBay v. Williams, (1969) 417 F2d 1277.

FURTHER CITATIONS: Evans Prods. Co. v. Jorgensen, (1966) 245 Or 362, 421 P2d 978.

79.3060

CASE CITATIONS: Evans Prods. Co. v. Jorgensen, (1966) 245 Or 362, 421 P2d 978.

79.3070

CASE CITATIONS: Evans Prods. Co. v. Jorgensen, (1966) 245 Or 362, 421 P2d 978.

79.3120**NOTES OF DECISIONS**

The Code does not require a security interest to be perfected by filing to be valid. Security Bank v. Levens, (1971) 257 Or 630, 480 P2d 706.

FURTHER CITATIONS: Evans Prods. Co. v. Jorgensen, (1966) 245 Or 362, 421 P2d 978; Stumbo v. Paul B. Hult Lbr. Co., (1968) 251 Or 20, 444 P2d 564.

79.3130

LAW REVIEW CITATIONS: 19 OLR 157.

79.4010

CASE CITATIONS: Stumbo v. Paul B. Hult Lbr. Co., (1968) 251 Or 20, 444 P2d 564.

79.4020

CASE CITATIONS: DuBay v. Williams, (1969) 417 F2d 1277.

79.5010 to 79.5070

LAW REVIEW CITATIONS: 49 OLR 65-76.

79.5030

LAW REVIEW CITATIONS: 49 OLR 111-117.

79.5040

LAW REVIEW CITATIONS: 49 OLR 114.