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Article 6: Bulk Transfer

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First Pennsylvania Banking and Trust Co. v. De Lise, 186 Pa. Super. 398, 142 A.2d 401 (1958)

Since notice of dishonor may be given in any reasonable manner, oral or written, in terms which identify the instrument and state that it has been dishonored, a maker's telephone call to the bank holding the note, advising it of her refusal to pay unless certain things were done, is sufficient.

ARTICLE 6: BULK TRANSFERS

SECTION 6-102. "Bulk Transfer"; Transfers of Equipment; Enterprises Subject to This Article; Bulk Transfer Subject to This Article.

(3) The enterprises subject to this Article are all those whose principal business is the sale of merchandise from stock, including those who manufacture what they sell.

Market v. College Offset Press, Inc., 6 Pa. D. & C. 2d 519 (1955)

A printing business is not an enterprise under Section 6-102 in the absence of an averment that its principal business is the sale of merchandise from stock.

SECTION 6-111. Limitations of Actions and Levies

No action under this Article shall be brought nor levy made more than six months after the date on which the transferee took possession of the goods. . . .

Trau & Loevner v. Routman, 6 Pa. D. & C. 2d 164 (1955)

In a fraudulent debtor's attachment proceeding, it appearing that the alleged fraudulent act was committed more than six months prior to the issuance of an alias writ, the original writ which was issued within six months being invalid, the alias writ must be dismissed on the garnishee's objection under Section 6-111.

ARTICLE 9: SECURED TRANSACTIONS; SALES OF ACCOUNTS, CONTRACT RIGHTS AND CHATTEL PAPER

SECTION 9-107. Definitions: "Purchase Money Security Interest"

A security interest is a "purchase money security interest" to the extent that it is

- (a) taken or retained by the seller of the collateral to secure all or part of its price; or
- (b) taken by a person who by making advances or incurring an obligation gives value to enable the debtor to acquire rights in or the use of collateral if such value is in fact so used.

(Where a cited case interprets only a portion of a Code section only that portion is set out)