

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE
WESTERN DISTRICT OF WISCONSIN

In the Matter of
RONALD D. OXLEY,
d/b/a Alma Locker

IN BANKRUPTCY
No. 79-00618 Vol.

Bankrupt.

FINDINGS OF FACT,
CONCLUSIONS OF LAW
and JUDGMENT

At Eau Claire, in said district, this 1st day of
February, 1980.

Lawrence J. Kaiser, the Trustee in the above entitled matter, having duly filed an application with the Court on the 5th day of November, 1979, alleging that the bankrupt, prior to the date of his adjudication in bankruptcy on the 23rd day of May, 1979, had operated a certain business in the City of Alma, Buffalo County, Wisconsin, known as the Alma Locker Plant, which business consisted of a going food locker plant and grocery store, and that he owned the inventory of grocery goods and related food plant items of sale free and clear of any claim of one Wayne Loewenhagen as to the inventory, and that he rented the real estate and personal property for conducting said business from the said Wayne Loewenhagen pursuant to the terms of a written lease and agreement dated December 15, 1977; and that said Wayne Loewenhagen having denied that the said bankrupt had any interest in the inventory other than his leasing it along with the building and equipment; and the Court having duly heard the arguments of counsel, and having considered the written briefs on file herein and the lease and questions herein involved, and the Court being fully advised in the premises, FINDS:

1. That on the 15th day of December, 1977, the said Wayne Loewenhagen rented to Ronald Oxley by virtue of the terms of said written lease that certain property known as the Alma Locker Plant

and being located on the North 41 feet of Lot 8, Block 24, as described at Volume 87 of Deeds, Page 486, Probst and Wenger's Addition to the City of Alma, Buffalo County, Wisconsin.

2. That by virtue of the same agreement he sold to the said Ronald Oxley the inventory located in said store, and as stated in the lease, having a value of \$17,250.00.

3. That by the terms of said lease and agreement the said Oxley was to pay the sum of \$833.33 each month commencing on the 31st day of January, 1978, and that of said sum \$500.00 was for the rental of the real estate and personal property described in Exhibit "A" attached to the lease and the balance of the sum of \$4,000.00 was to apply as a payment upon the inventory.

4. That the said lease and agreement was not filed with the Register of Deeds of Buffalo County, Wisconsin, or with the Secretary of State of the State of Wisconsin, and that the said Wayne Loewenhagen did not retain any security agreement on said inventory by virtue of either the lease and agreement or by the filing of it with the proper recording offices in order to perfect a mortgage lien.

5. That on the same day, the 21st day of May, 1979, that bankrupt signed his bankruptcy schedules he turned over, or Wayne Loewenhagen took possession of, said Alma Locker Plant consisting of the real estate, personal property described in Exhibit "A" of the agreement and the inventory.

6. That at the time that he took over said inventory the said Ronald Oxley was insolvent, and that said Wayne Loewenhagen had no right to take over said inventory and that he had no lien thereon.

7. That from the briefs filed it appears that the value of the inventory is incontrovertible as of the date of taking over on May 21, 1979, and that the value was \$7,531.10

CONCLUSIONS OF LAW

That judgment should be entered determining that the said Wayne Loewenhagen had no security interest on the inventory of said

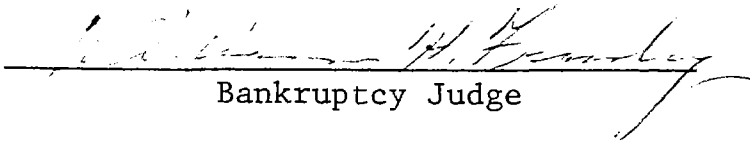
Alma Locker Plant on May 21, 1979, when he took it over, and that it was owned without lien thereon by the said bankrupt Ronald Oxley; and that the said Lawrence J. Kaiser, Trustee herein, is entitled to the possession of said inventory or its admitted value of \$7,531.10.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED:

1. That on the date of the taking over of the inventory by Wayne Loewenhagen from the above named bankrupt, to-wit, May 21, 1979, the said Wayne Loewenhagen had no security interest thereon, and was not entitled to the possession of said inventory which was of the value of \$7,531.10.

2. That the said Lawrence J. Kaiser, as Trustee herein, be and he is hereby entitled to possession of said inventory or its admitted value of \$7,531.10.

BY THE COURT:


Bankruptcy Judge

Filed February 1, 1980
Clerk
U. S. Bankruptcy Court