

Crumb v. Burch, 102910 CTSUP, HHBCV095011381

Edmond P. Crumb

v.

Leon A. Burch et al.

No. HHBCV095011381

No. 113305

Superior Court of Connecticut

October 29, 2010

Caption Date: October 29, 2010

Judicial District of New Britain at New Britain

Judge (with first initial, no space for Sullivan, Dorsey, and Walsh):Pittman, Patty Jenkins, J.

MEMORANDUM OF DECISION ON CLAIM FOR DETERMINATION OF INTERESTS

Patty Jenkins Pittman, Judge

The plaintiff is a judgment creditor of the defendant Concrete Crafters of Connecticut, Inc., in the current amount of \$93, 558.19. The plaintiff has served executions on J.P. Morgan Chase Bank ("Chase"), with which the defendant business customer and in which the defendant is a depositor. Chase has filed a claim for determination of interests in the defendant's accounts and any other property covered by a security interest granted to it by the defendant in 2001. As to Concrete Crafters, Chase has produced the following:

- 1) a Business Revolving Credit Account Agreement;
- 2) a Financing Statement (UCC-1) filed on April 16, 2001, signed by Leon Burch, President of Concrete Crafters, and countersigned by a representative of Chase, acknowledging a security interest to Chase;
- 3) a report from the Connecticut Secretary of the State reflecting continuations of the UCC-1 filing statement to the present time;
- 4) the actual Security Agreement between Concrete Crafters and Chase, dated April 3, 2001, signed by Leon Burch, President of Concrete Crafters, and countersigned by a representative of Chase.

The effect of these documents is to establish a superior interest in Chase of all of the defendant's property, because the defendant granted such an interest to Chase earlier in time to the interest that the plaintiff now asserts as a result of the executions in aid of its judgment against the defendant.

Because the plaintiff has not—and perhaps cannot—perfect a security interest in any of the defendant's property that is superior to that asserted by Chase, this court finds that the current priority of interests is in favor of Chase as against the plaintiff as to all of the defendant's property.

Accordingly the plaintiff shall release any such property of the defendant that it may have caused to be seized; and the court modifies such turnover orders as have issued so far to reflect that the plaintiff has an interest inferior to that of Chase as of this date.