

STATEMENT OF THE ISSUES

- I. Where the name pursuant to which the cattle were presented for sale was not listed in Fin-Ag's Effective Financing Statement, was Watertown Livestock protected from Liability by § 1631 of the FSA?**

The trial court concluded that "seller" should be read to mean "actual owner" and that the FSA therefore provided no protection to Watertown Livestock.

- II. Did Watertown Livestock act as a lender with respect to certain sales, thereby forfeiting any protection afforded by § 1631 of the FSA?**

The trial court concluded that Watertown Livestock acted as a lender rather than a commission merchant with respect to certain sales.

- III. If the trial court correctly interpreted § 1631 of the FSA, do issues of fact preclude entry of summary judgment in favor of Fin-Ag?**

The trial court granted summary judgment to Fin-Ag.

- IV. If Fin-Ag otherwise established the elements of a conversion claim, was Fin-Ag entitled to summary judgment where it failed to alleged or prove damages and where issues of fact existed as to whether Fin-Ag was damaged, the extent of any damages, proximate cause, and mitigation of damages?**

The trial court granted summary judgment to Fin-Ag.

Statement of the Issues Presented

- I. Whether the Food Security Act of 1985, 7 U.S.C. § 1631, protects Cimpl's from liability to Fin-Ag for conversion when Cimpl's deals with a fictitious seller.**

Judge Rusch ruled that the Food Security Act protected Cimpl's for all sales made under the name of C&M Dairy because "C&M Dairy" was determined to be a unique identifier.

- II. Whether Cimpl's was entitled to taxation of all of its costs and disbursements.**

Judge Rusch held that Cimpl's was entitled to all of its costs and disbursements.