

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE

SOUTHERN DISTRICT OF GEORGIA
Savannah Division

In the matter of:)

WILLIAM SHERIAL JOHNSON)
(Chapter 7 Case 487-00616))

Debtor)

TRUST COMPANY BANK OF SAVANNAH)

Plaintiff)

v.)

WILLIAM SHERIAL JOHNSON)

Defendant)

Adversary Proceeding

Number 488-0010

FILED

at 12 O'clock & 45 min. AM

Date 5/10/88

MARY C. BECTON, CLERK
United States Bankruptcy Court
Savannah, Georgia *PCB*

MEMORANDUM AND ORDER

This case comes before the Court on the Adversary Proceeding of Trust Company Bank of Savannah ("Trust Company Bank") seeking to have a debt owing by the Defendant/Debtor to be declared nondischargeable under the provisions of 11 U.S.C. Section 523(a)(6). The matter came before the Court for trial on April 26, 1988. After presentation of testimony and evidence, the Court makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

On January 3, 1986, the Defendant executed and delivered to Trust Company Bank a note and security agreement whereby he pledged as collateral for a purchase money loan, a certain 1980 Datsun pickup truck. The funds represented by the loan were deposited in the Debtor's checking account at Trust Company Bank. The Debtor then wrote a check out of his account to purchase the truck and was to deliver the Certificate of Title to Trust Company Bank in order that the lien of the Bank could be properly recorded on the Title. The Debtor never brought the Certificate of Title to the Bank as agreed.

On December 4, 1986, the Debtor obtained a consolidation loan from the Bank. At this time, he again signed a security agreement whereby he agreed to pledge the Datsun pickup truck and two other vehicles to secure his loan. Again the Bank requested delivery of the Certificate of Title to the Datsun truck. The Debtor never delivered the Title.

The pickup truck had a NADA value of \$2,100.00. The truck also had a special commercial bed with tool boxes along each side. Evidence presented indicated that the bed gave the truck additional value of \$500.00.

The Debtor sold the truck shortly before filing bankruptcy. The Debtor testified that he received the sum of \$2,000.00 for the truck and he did not pay any of the funds to Trust Company Bank.

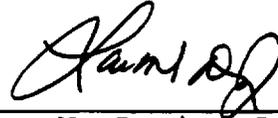
CONCLUSIONS OF LAW

11 U.S.C. Section 523(a)(6) does not require a finding of malicious intent. It is sufficient that the Debtor willfully and knowingly converted the property which he had pledged as security to another to his own use. Vickers v. Home Indemnity Co., Inc., 546 F.2d 1149 (5th Cir. 1977); In re Askew, 22 B.R. 641 (Bankr. M.D.Ga. 1982), aff'd 705 F.2d 469 (11th Cir. 1983).

The Court finds that the Debtor did convert the pickup truck to his own use after pledging it as collateral to secure the loan of Trust Company Bank. The Court further finds that the value of the pickup truck was \$2,600.00 at the time of conversion.

IT IS THEREFORE ORDERED AND ADJUDGED that the debt of the Debtor owing to Trust Company Bank of Georgia, Bank of Savannah, in the sum of \$2,600.00 is hereby declared non-

dischargeable under the provisions of 11 U.S.C. Section 523(a)(6). Judgment will be entered accordingly.



Lamar W. Davis, Jr.
United States Bankruptcy Judge

Dated at Savannah, Georgia

This 6th day of ~~April~~^{May}, 1988.

FILED

at 12 O'clock & 46 min. P.M.

United States Bankruptcy Court

Date 5/10/88

For the SOUTHERN District of GEORGIA

MARY C. BECTON, CLERK
United States Bankruptcy Court
Savannah, Georgia PCB

TRUST COMPANY BANK OF SAVANNAH

Case No. 487-00616

v.

WILLIAM SHERIAL JOHNSON

Plaintiff
Defendant

488-0010

Adversary Proceeding No. _____

JUDGMENT

This proceeding having come on for trial or hearing before the court, the Honorable Lamar W. Davis, Jr., United States Bankruptcy Judge, presiding, and the issues having been duly tried or heard and a decision having been rendered,

[OR]

This proceeding having come on for trial before the court and a jury, the Honorable _____, United States Bankruptcy Judge, presiding, and the issues having been duly tried and the jury having rendered its verdict,

[OR]

The issues of this proceeding having been duly considered by the Honorable _____, United States Bankruptcy Judge, and a decision having been reached without trial or hearing,

IT IS ORDERED AND ADJUDGED:

That the Plaintiff, **TRUST COMPANY BANK OF SAVANNAH**, shall recover of the Defendant, **WILLIAM SHERIAL JOHNSON**, the principal sum of Two Thousand Six Hundred Dollars and 00/100 Cents (\$2,600.00), together with interest at the rate of 7.01% per annum from date until paid in full.



[Seal of the U.S. Bankruptcy Court]

Date of issuance: May 6, 1988

MARY C. BECTON

Clerk of Bankruptcy Court

By: Patsy C. Burkhalter
Deputy Clerk