

FIRST REGULAR SESSION

[PERFECTED WITH PERFECTING AMENDMENT]

HOUSE COMMITTEE BILL NO. 1

99TH GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE MCGAUGH.

1968H.01D

D. ADAM CRUMBLISS, Chief Clerk

AN ACT

To repeal sections 210.845, 302.441, 400.1-101, 400.1-102, 400.1-103, 400.1-105, 400.1-106, 400.1-107, 400.1-108, 400.1-201, 400.1-202, 400.1-203, 400.1-204, 400.1-205, 400.1-206, 400.1-207, 400.1-208, 400.7-102, 400.7-103, 400.7-104, 400.7-105, 400.7-201, 400.7-202, 400.7-203, 400.7-204, 400.7-205, 400.7-206, 400.7-207, 400.7-208, 400.7-209, 400.7-210, 400.7-301, 400.7-302, 400.7-303, 400.7-304, 400.7-305, 400.7-307, 400.7-308, 400.7-309, 400.7-401, 400.7-402, 400.7-403, 400.7-404, 400.7-501, 400.7-502, 400.7-503, 400.7-504, 400.7-505, 400.7-506, 400.7-507, 400.7-508, 400.7-509, 400.7-601, 400.7-602, 400.7-603, 400.7-604, 400.9-501, 452.370, 452.747, 454.500, 456.4-414, 456.4-420, 478.463, 479.020, 488.2206, 488.2250, 513.430, 513.440, 514.040, 544.671, 552.020, 565.050, 565.052, 565.054, 565.056, 575.150, 577.060, and 650.058, RSMo, and to enact in lieu thereof ninety-six new sections relating to judicial proceedings, with penalty provisions.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Sections 210.845, 302.441, 400.1-101, 400.1-102, 400.1-103, 400.1-105,
2 400.1-106, 400.1-107, 400.1-108, 400.1-201, 400.1-202, 400.1-203, 400.1-204, 400.1-205,
3 400.1-206, 400.1-207, 400.1-208, 400.7-102, 400.7-103, 400.7-104, 400.7-105, 400.7-201,
4 400.7-202, 400.7-203, 400.7-204, 400.7-205, 400.7-206, 400.7-207, 400.7-208, 400.7-209,
5 400.7-210, 400.7-301, 400.7-302, 400.7-303, 400.7-304, 400.7-305, 400.7-307, 400.7-308,
6 400.7-309, 400.7-401, 400.7-402, 400.7-403, 400.7-404, 400.7-501, 400.7-502, 400.7-503,
7 400.7-504, 400.7-505, 400.7-506, 400.7-507, 400.7-508, 400.7-509, 400.7-601, 400.7-602,

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

8 400.7-603, 400.7-604, 400.9-501, 452.370, 452.747, 454.500, 456.4-414, 456.4-420, 478.463,
9 479.020, 488.2206, 488.2250, 513.430, 513.440, 514.040, 544.671, 552.020, 565.050, 565.052,
10 565.054, 565.056, 575.150, 577.060, and 650.058, RSMo, are repealed and ninety-six new
11 sections enacted in lieu thereof, to be known as sections 210.845, 302.441, 400.1-101,
12 400.1-102, 400.1-103, 400.1-105, 400.1-106, 400.1-107, 400.1-108, 400.1-201, 400.1-202,
13 400.1-203, 400.1-204, 400.1-205, 400.1-206, 400.1-301, 400.1-302, 400.1-303, 400.1-304,
14 400.1-305, 400.1-306, 400.1-307, 400.1-308, 400.1-309, 400.1-310, 400.7-102, 400.7-103,
15 400.7-104, 400.7-105, 400.7-106, 400.7-201, 400.7-202, 400.7-203, 400.7-204, 400.7-205,
16 400.7-206, 400.7-207, 400.7-208, 400.7-209, 400.7-210, 400.7-301, 400.7-302, 400.7-303,
17 400.7-304, 400.7-305, 400.7-307, 400.7-308, 400.7-309, 400.7-401, 400.7-402, 400.7-403,
18 400.7-404, 400.7-501, 400.7-502, 400.7-503, 400.7-504, 400.7-505, 400.7-506, 400.7-507,
19 400.7-508, 400.7-509, 400.7-601, 400.7-602, 400.7-603, 400.7-703, 400.7-704, 400.9-501,
20 452.370, 452.747, 454.500, 456.4-414, 456.4-420, 475.084, 478.004, 478.463, 487.200, 479.020,
21 488.2206, 488.2250, 513.430, 513.440, 514.040, 531.070, 544.671, 552.020, 565.050, 565.052,
22 565.054, 565.056, 570.095, 575.150, 577.011, 577.060, 595.219, 650.058, and 650.520, to read
23 as follows:

210.845. 1. The provisions of any decree respecting support may be modified only upon
2 a showing of changed circumstances so substantial and continuing as to make the terms
3 unreasonable. In a proceeding for modifications of any child support award, the court, in
4 determining whether or not a substantial change in circumstances has occurred, shall consider
5 all financial resources of both parties, including the extent to which the reasonable expenses of
6 either party are, or should be, shared by a spouse or other person with whom he cohabits, and the
7 earning capacity of a party who is not employed. If the application of the guidelines and criteria
8 set forth in supreme court rule 88.01 to the financial circumstances of the parties would result
9 in a change of child support from the existing amount by twenty percent or more, then a prima
10 facie showing has been made of a change of circumstances so substantial and continuing as to
11 make the present terms unreasonable.

12 2. When the party seeking modification has met the burden of proof set forth in
13 subsection 1 of this section, the child support shall be determined in conformity with criteria set
14 forth in supreme court rule 88.01.

15 **3. A responsive pleading shall be filed in response to any motion to modify a child**
16 **support or custody judgment.**

302.441. 1. If a person is required to have an ignition interlock device installed on such
2 person's vehicle, he or she may apply to the court for an employment exemption variance to
3 allow him or her to drive an employer-owned vehicle not equipped with an ignition interlock
4 device for employment purposes only. Such exemption shall not be granted to a person who is

5 self-employed or who wholly or partially owns **or controls** an entity that owns an
 6 employer-owned vehicle. **Such exemption by the court may also require that the person**
 7 **submit to continuous alcohol monitoring, as defined in section 577.001, as an additional or**
 8 **alternative requirement to the use of an ignition interlock device.**

9 2. A person who is granted an employment exemption variance under subsection 1 of
 10 this section shall not drive, operate, or be in physical control of an employer-owned vehicle used
 11 for transporting children under eighteen years of age or vulnerable persons, as defined in section
 12 630.005, or an employer-owned vehicle for personal use.

400.1-101. (a) This chapter shall be known and may be cited as "Uniform Commercial
 2 Code".

3 (b) **This article may be cited as Uniform Commercial Code - General Provisions.**

400.1-102. [~~(1) This chapter shall be liberally construed and applied to promote its
 2 underlying purposes and policies:~~

3 ~~———(2) Underlying purposes and policies of this chapter are~~

4 ~~———(a) to simplify, clarify and modernize the law governing commercial transactions;~~

5 ~~———(b) to permit the continued expansion of commercial practices through custom, usage
 6 and agreement of the parties;~~

7 ~~———(c) to make uniform the law among the various jurisdictions.~~

8 ~~———(3) The effect of provisions of this chapter may be varied by agreement, except as
 9 otherwise provided in this chapter and except that the obligations of good faith, diligence,
 10 reasonableness and care prescribed by this chapter may not be disclaimed by agreement but the
 11 parties may by agreement determine the standards by which the performance of such obligations
 12 is to be measured if such standards are not manifestly unreasonable.~~

13 ~~———(4) The presence in certain provisions of this chapter of the words "unless otherwise
 14 agreed" or words of similar import does not imply that the effect of other provisions may not be
 15 varied by agreement under subsection (3).~~

16 ~~———(5) In this chapter unless the context otherwise requires~~

17 ~~———(a) words in the singular number include the plural, and in the plural include the singular;~~

18 ~~———(b) words of the masculine gender include the feminine and the neuter, and when the
 19 sense so indicates words of the neuter gender may refer to any gender.] **This article applies to**~~

20 **a transaction to the extent that it is governed by another article of this chapter.**

400.1-103. (a) **This chapter shall be liberally construed and applied to promote its
 2 underlying purposes and policies, which are:**

3 **(1) to simplify, clarify, and modernize the law governing commercial transactions;**

4 **(2) to permit the continued expansion of commercial practices through custom,
 5 usage, and agreement of the parties; and**

6 **(3) to make uniform the law among the various jurisdictions.**

7 **(b)** Unless displaced by the particular provisions of this chapter, the principles of law
8 and equity, including the law merchant and the law relative to capacity to contract, principal and
9 agent, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, ~~or~~ **and** other
10 validating or invalidating cause ~~shall~~ supplement its provisions.

 400.1-105. ~~[(1) Except as provided hereafter in this section, when a transaction bears
2 a reasonable relation to this state and also to another state or nation the parties may agree that the
3 law either of this state or of such other state or nation shall govern their rights and duties. Failing
4 such agreement this chapter applies to transactions bearing an appropriate relation to this state:~~

5 ~~—— (2) Where one of the following provisions of this chapter specifies the applicable law,
6 that provision governs and a contrary agreement is effective only to the extent permitted by the
7 law (including the conflict of laws rules) so specified:~~

8 ~~—— Rights of creditors against sold goods. Section 400.2-402.~~

9 ~~—— Applicability of the Article on Leases. Sections 400.2A-105 and 400.2A-106.~~

10 ~~—— Applicability of the Article on Bank Deposits and Collections. Section 400.4-102.~~

11 ~~—— Letter of credit. Section 400.5-116.~~

12 ~~—— Applicability of the Article on Investment Securities. Section 400.8-110.~~

13 ~~—— Law governing perfection, the effect of perfection or nonperfection, and the priority of
14 security interests. Sections 400.9-301 through 400.9-307.]~~ **If any provision or clause of this**

15 **chapter or its application to any person or circumstance is held invalid, the invalidity does**
16 **not affect other provisions or applications of this chapter which can be given effect without**
17 **the invalid provision or application, and to this end the provisions of this chapter are**
18 **severable.**

 400.1-106. ~~[(1) The remedies provided by this chapter shall be liberally administered
2 to the end that the aggrieved party may be put in as good a position as if the other party had fully
3 performed but neither consequential or special nor penal damages may be had except as
4 specifically provided in this chapter or by other rule of law:~~

5 ~~—— (2) Any right or obligation declared by this chapter is enforceable by action unless the
6 provision declaring it specifies a different and limited effect.]~~ **In this chapter, unless the**
7 **statutory context otherwise requires:**

8 **(1) words in the singular number include the plural, and those in the plural include**
9 **the singular; and**

10 **(2) words of any gender also refer to any other gender.**

 400.1-107. ~~[Any claim or right arising out of an alleged breach can be discharged in
2 whole or in part without consideration by a written waiver or renunciation signed and delivered
3 by the aggrieved party.]~~ **Section captions are part of this chapter.**

400.1-108. [~~If any provision or clause of this chapter or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.~~] **This chapter modifies, limits, and supersedes the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., except that nothing in this chapter modifies, limits, or supersedes Section 7001(c) of that Act, 15 U.S.C. Section 7001(c), or authorizes electronic delivery of any of the notices described in Section 7003(b) of that Act, 15 U.S.C. Section 7003(b).**

400.1-201. [~~Subject to additional definitions contained in the subsequent articles of this chapter which are applicable to specific articles or parts thereof, and~~] **(a) Unless the context otherwise requires, [~~in this chapter:~~] words or phrases defined in this section, or in the additional definitions contained in other articles of this chapter that apply to particular articles or parts thereof, have the meanings stated.**

(b) Subject to definitions contained in other articles of this chapter that apply to particular articles or parts thereof:

(1) "Action", in the sense of a judicial proceeding, includes recoupment, counterclaim, set-off, suit in equity, and any other [~~proceedings~~] **proceeding** in which rights are determined.

(2) "Aggrieved party" means a party entitled to [~~resort to~~] **pursue** a remedy.

(3) "Agreement", **as distinguished from "contract"**, means the bargain of the parties in fact, as found in their language or [~~by implication~~] **inferred** from other circumstances, including **course of performance**, course of dealing, or usage of trade [~~or course of performance~~] as provided in [~~this chapter (sections 400.1-205 and 400.2-208). Whether an agreement has legal consequences is determined by the provisions of this chapter, if applicable; otherwise by the law of contracts (~~] section [~~400.1-103~~] **400.1-303**. [~~(Compare "Contract".)~~]

(4) "Bank" means [~~any~~] **a person engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and trust company.**

(5) "Bearer" means [~~the~~] **a person in possession of [~~an~~] a negotiable instrument, document of title, or certificated security that is payable to bearer or [~~endorsed~~] **indorsed** in blank.**

(6) "Bill of lading" means a document evidencing the receipt of goods for shipment issued by a person engaged in the business of transporting or forwarding goods [~~, and includes an airbill. "Airbill" means a document serving for air transportation as a bill of lading does for marine or rail transportation, and includes an air consignment note or air waybill.~~].

(7) "Branch" includes a separately incorporated foreign branch of a bank.

27 (8) "Burden of establishing" a fact means the burden of persuading the ~~[triers]~~ trier of
28 fact that the existence of the fact is more probable than its nonexistence.

29 (9) "Buyer in ordinary course of business" means a person that buys goods in good faith
30 ~~[and]~~, without knowledge that the sale violates the rights of another person in the goods, and in
31 the ordinary course from a person, other than a pawnbroker, in the business of selling goods of
32 that kind. A person buys goods in the ordinary course if the sale to the person comports with the
33 usual or customary practices in the kind of business in which the seller is engaged or with the
34 seller's own usual or customary practices. A person that sells oil, gas, or other minerals at the
35 wellhead or minehead is a person in the business of selling goods of that kind. A buyer in
36 ordinary course of business may buy for cash, by exchange of other property, or on secured or
37 unsecured credit, and may acquire goods or documents of title under a preexisting contract for
38 sale. Only a buyer that takes possession of the goods or has a right to recover the goods from the
39 seller under article 2 may be a buyer in ordinary course of business. **"Buyer in ordinary course
40 of business" does not include** a person that acquires goods in a transfer in bulk or as security
41 for~~[-]~~ or in total or partial satisfaction of~~[-]~~ a money debt ~~[is not a buyer in ordinary course of
42 business].~~

43 (10) "Conspicuous"~~[-]~~, **with reference to** a term ~~[or clause is conspicuous when it is]~~
44 **, means** so written, **displayed, or presented** that a reasonable person against ~~[whom]~~ **which** it
45 is to operate ought to have noticed it. ~~[A printed heading in capitals (as: NONNEGOTIABLE
46 BILL OF LADING) is conspicuous. Language in the body of a form is "conspicuous" if it is in
47 larger or other contrasting type or color. But in a telegram any stated term is "conspicuous".]~~
48 Whether a term ~~[or clause]~~ is "conspicuous" or not is ~~[for]~~ a decision ~~[by]~~ **for** the court.
49 **Conspicuous terms include the following:**

50 (A) **a heading in capitals equal to or greater in size than the surrounding text, or
51 in contrasting type, font, or color to the surrounding text of the same or lesser size; and**

52 (B) **language in the body of a record or display in larger type than the surrounding
53 text, or in contrasting type, font, or color to the surrounding text of the same size, or set off
54 from surrounding text of the same size by symbols or other marks that call attention to the
55 language.**

56 (11) **"Consumer" means an individual who enters into a transaction primarily for
57 personal, family, or household purposes.**

58 (12) **"Contract", as distinguished from "agreement", means the total legal obligation
59 [which] that results from the parties' agreement as [affected] determined by this chapter [and]
60 as supplemented by any other applicable [rules of law] laws. [(Compare "Agreement"-)]**

61 ~~[(12)]~~ (13) **"Creditor" includes a general creditor, a secured creditor, a lien creditor, and
62 any representative of creditors, including an assignee for the benefit of creditors, a trustee in**

63 bankruptcy, a receiver in equity, and an executor or administrator of an insolvent debtor's or
64 assignor's estate.

65 ~~[(13)]~~ **(14)** "Defendant" includes a person in the position of defendant in a ~~[cross-action~~
66 ~~or]~~ counterclaim, **cross-claim, or third-party claim.**

67 ~~[(14)]~~ **(15)** "Delivery", with respect to ~~[instruments-documents]~~ **an instrument,**
68 document of title, **or** chattel paper, ~~[or-certificated-securities]~~ means voluntary transfer of
69 possession.

70 ~~[(15)]~~ **(16)** "Document of title" includes bill of lading, dock warrant, dock receipt,
71 warehouse receipt or order for the delivery of goods, and also any other document which in the
72 regular course of business or financing is treated as adequately evidencing that the person in
73 possession of it is entitled to receive, hold, and dispose of the document and the goods it covers.
74 To be a document of title, a document ~~[must]~~ **shall** purport to be issued by or addressed to a
75 bailee and purport to cover goods in the bailee's possession which are either identified or are
76 fungible portions of an identified mass.

77 ~~[(16)]~~ **(17)** "Fault" means **a default, breach, or wrongful act[;] or omission [or breach].**

78 ~~[(17)]~~ **(18)** "Fungible goods" ~~[with respect to goods or securities]~~ means:

79 **(A)** goods ~~[or securities]~~ of which any unit [is], by nature or usage of trade, **is** the
80 equivalent of any other like unit[-] ; **or**

81 **(B)** goods ~~[which are not fungible shall be deemed fungible for the purposes of this~~
82 ~~chapter to the extent]~~ that **by** ~~[under a particular]~~ agreement ~~[or document unlike units]~~ are
83 treated as ~~[equivalents]~~ **equivalent.**

84 ~~[(18)]~~ **(19)** "Genuine" means free of forgery or counterfeiting.

85 ~~[(19)]~~ **(20)** "Good faith", **except as otherwise provided in article 5,** means honesty in
86 fact ~~[in the conduct or transaction concerned]~~ **and the observance of reasonable commercial**
87 **standards of fair dealing.**

88 ~~[(20)]~~ **(21)** "Holder" ~~[with respect to a negotiable instrument,]~~ means:

89 **(A)** the person in possession ~~[if the]~~ **of a negotiable instrument that** is payable **either**
90 to bearer or ~~[, in the case of an instrument payable]~~ to an identified person ~~[if the identified]~~ **that**
91 **is the person [is] in possession[-. Holder" with respect to a document of title means] ; or**

92 **(B)** the person in possession **of a document of title** if the goods are deliverable **either**
93 to bearer or to the order of the person in possession.

94 ~~[(21)]~~ To "honor" is to pay or to accept and pay, or where a credit so engages to purchase
95 ~~or discount a draft complying with the terms of the credit.]~~

96 **(22)** "Insolvency ~~[proceedings]~~ **proceeding**" includes ~~[any]~~ **an** assignment for the benefit
97 of creditors or other ~~[proceedings]~~ **proceeding** intended to liquidate or rehabilitate the estate of
98 the person involved.

99 (23) ~~[A person is]~~ "Insolvent" ~~[who either has]~~ means:

100 (A) **having generally** ceased to pay ~~[his or her]~~ debts in the ordinary course of business
101 ~~[or cannot pay his or her]~~ **other than as a result of bona fide dispute;**

102 (B) **being unable to pay** debts as they become due; or ~~[is]~~

103 (C) **being** insolvent within the meaning of ~~[the]~~ federal bankruptcy law.

104 (24) "Money" means a medium of exchange **currently** authorized or adopted by a
105 domestic or foreign government ~~[and]~~ . **The term** includes a monetary unit of account
106 established by an intergovernmental organization or by agreement between two or more ~~[nations]~~
107 **countries.**

108 (25) ~~[A person has "notice" of a fact when~~

109 ~~—— (a) a person has actual knowledge of it; or~~

110 ~~—— (b) a person has received a notice or notification of it; or~~

111 ~~—— (c) from all the facts and circumstances known to him or her at the time in question he~~
112 ~~or she has reason to know that it exists.~~

113

114 ~~A person "knows" or has "knowledge" of a fact when a person has actual knowledge of it.~~
115 ~~"Discover" or "learn" or a word or phrase of similar import refers to knowledge rather than to~~
116 ~~reason to know. The time and circumstances under which a notice or notification may cease to~~
117 ~~be effective are not determined by this chapter.~~

118 ~~—— (26) A person "notifies" or "gives" a notice or notification to another by taking such steps~~
119 ~~as may be reasonably required to inform the other in ordinary course whether or not such other~~
120 ~~actually comes to know of it. A person "receives" a notice or notification when~~

121 ~~—— (a) it comes to a person's attention, or~~

122 ~~—— (b) it is duly delivered at the place of business through which the contract was made or~~
123 ~~at any other place held out by a person as the place for receipt of such communications.~~

124 ~~—— (27) Notice, knowledge or a notice or notification received by an organization is~~
125 ~~effective for a particular transaction from the time when it is brought to the attention of the~~
126 ~~individual conducting that transaction, and in any event from the time when it would have been~~
127 ~~brought to an individual's attention if the organization had exercised due diligence. An~~
128 ~~organization exercises due diligence if it maintains reasonable routines for communicating~~
129 ~~significant information to the person conducting the transaction and there is reasonable~~
130 ~~compliance with the routines. Due diligence does not require an individual acting for the~~
131 ~~organization to communicate information unless such communication is part of an individual's~~
132 ~~regular duties or unless he or she has reason to know of the transaction and that the transaction~~
133 ~~would be materially affected by the information.~~

134 ~~——(28)~~ "Organization" [~~includes a corporation, government or governmental subdivision~~
135 ~~or agency, business trust, estate, trust, partnership or association, two or more persons having a~~
136 ~~joint or common interest, or any other legal or commercial entity~~] **means a person other than**
137 **an individual.**

138 ~~[(29)]~~ **(26)** "Party", as [~~distinct~~] **distinguished** from "third party", means a person [~~who~~]
139 **that** has engaged in a transaction or made an agreement [~~within~~] **subject to** this chapter.

140 ~~[(30)]~~ **(27)** "Person" [~~includes~~] **means** an individual [~~or an organization (see section~~
141 ~~400.1-102)]~~ , **corporation, business trust, estate, trust, partnership, limited liability**
142 **company, association, joint venture, government, governmental subdivision, agency, or**
143 **instrumentality, public corporation, or any other legal or commercial entity.**

144 ~~[(31)]~~ "Presumption" or "presumed" means that the trier of fact must find the existence
145 of the fact presumed unless and until evidence is introduced which would support a finding of
146 its nonexistence.

147 ~~——(32)]~~ **(28)** "Present value" means the amount as of a date certain of one or more
148 sums payable in the future, discounted to the date certain by use of either an interest rate
149 specified by the parties if that rate is not manifestly unreasonable at the time the
150 transaction is entered into or, if an interest rate is not so specified, a commercially
151 reasonable rate that takes into account the facts and circumstances at the time the
152 transaction is entered into.

153 **(29)** "Purchase" [~~includes~~] **means** taking by sale, lease, discount, negotiation, mortgage,
154 pledge, lien, security interest, issue or reissue, gift, or any other voluntary transaction creating
155 an interest in property.

156 ~~[(33)]~~ **(30)** "Purchaser" means a person [~~who~~] **that** takes by purchase.

157 ~~[(34)]~~ **(31)** "Record" means information that is inscribed on a tangible medium or
158 **that is stored in an electronic or other medium and is retrievable in perceivable form.**

159 **(32)** "Remedy" means any remedial right to which an aggrieved party is entitled with or
160 without resort to a tribunal.

161 ~~[(35)]~~ **(33)** "Representative" [~~includes an agent, an officer of a corporation or association,~~
162 ~~and a trustee, executor or administrator of an estate, or any other~~] **means** a person empowered
163 to act for another, **including an agent, an officer of a corporation or association, and a**
164 **trustee, executor, or administrator of an estate.**

165 ~~[(36)]~~ "Rights" **(34)** "Right" includes [~~remedies~~] **remedy.**

166 ~~[(37)]~~ **(35)** "Security interest" means an interest in personal property or fixtures which
167 secures payment or performance of an obligation. [~~The term also~~] **"Security interest"** includes
168 any interest of a consignor and a buyer of accounts, chattel paper, a payment intangible, or a
169 promissory note in a transaction that is subject to article 9. **"Security interest" does not**

170 **include** the special property interest of a buyer of goods on identification of those goods to a
171 contract for sale under section 400.2-401 [~~is not a "security interest"~~], but a buyer may also
172 acquire a "security interest" by complying with article 9. Except as otherwise provided in section
173 400.2-505, the right of a seller or lessor of goods under article 2 or 2A to retain or acquire
174 possession of the goods is not a "security interest", but a seller or lessor may also acquire a
175 "security interest" by complying with article 9. The retention or reservation of title by a seller
176 of goods notwithstanding shipment or delivery to the buyer [~~(c) under section 400.2-401 (b)~~] is
177 limited in effect to a reservation of a "security interest". Whether a transaction [~~creates~~] **in the**
178 **form of** a lease [~~or~~] **creates a** "security interest" is determined [~~by the facts of each case;~~
179 ~~however, a transaction creates a security interest if the consideration the lessee is to pay the~~
180 ~~lessor for the right to possession and use of the goods is an obligation for the term of the lease~~
181 ~~not subject to termination by the lessee, and~~

182 ~~—— (a) the original term of the lease is equal to or greater than the remaining economic life~~
183 ~~of the goods;~~

184 ~~—— (b) the lessee is bound to renew the lease for the remaining economic life of the goods~~
185 ~~or is bound to become the owner of the goods;~~

186 ~~—— (c) the lessee has an option to renew the lease for the remaining economic life of the~~
187 ~~goods for no additional consideration or nominal additional consideration upon compliance with~~
188 ~~the lease agreement, or~~

189 ~~—— (d) the lessee has an option to become the owner of the goods for no additional~~
190 ~~consideration or nominal additional consideration upon compliance with the lease agreement.~~

191

192 ~~A transaction does not create a security interest merely because it provides that~~

193 ~~—— (a) the present value of the consideration the lessee is obligated to pay the lessor for the~~
194 ~~right to possession and use of the goods is substantially equal to or is greater than the fair market~~
195 ~~value of the goods at the time the lease is entered into;~~

196 ~~—— (b) the lessee assumes risk of loss of the goods, or agrees to pay taxes, insurance, filing,~~
197 ~~recording, or registration fees, or service or maintenance costs with respect to the goods;~~

198 ~~—— (c) the lessee has an option to renew the lease or to become the owner of the goods;~~

199 ~~—— (d) the lessee has an option to renew the lease for a fixed rent that is equal to or greater~~
200 ~~than the reasonably predictable fair market rent for the use of the goods for the term of the~~
201 ~~renewal at the time the option is to be performed, or~~

202 ~~—— (e) the lessee has an option to become the owner of the goods for a fixed price that is~~
203 ~~equal to or greater than the reasonably predictable fair market value of the goods at the time the~~
204 ~~option is to be performed.~~

205

206 For purposes of subsection (37):

207 ~~—— (a) Additional consideration is not nominal if (i) when the option to renew the lease is~~
208 ~~granted to the lessee the rent is stated to be the fair market rent for the use of the goods for the~~
209 ~~term of the renewal determined at the time the option is to be performed, or (ii) when the option~~
210 ~~to become the owner of the goods is granted to the lessee the price is stated to be the fair market~~
211 ~~value of the goods determined at the time the option is to be performed. Additional~~
212 ~~consideration is nominal if it is less than the lessee's reasonably predictable cost of performing~~
213 ~~under the lease agreement if the option is not exercised;~~

214 ~~—— (b) "Reasonably predictable" and "remaining economic life of the goods" are to be~~
215 ~~determined with reference to the facts and circumstances at the time the transaction is entered~~
216 ~~into; and~~

217 ~~—— (c) "Present value" means the amount as of a date certain of one or more sums payable~~
218 ~~in the future, discounted to the date certain. The discount is determined by the interest rate~~
219 ~~specified by the parties if the rate is not manifestly unreasonable at the time the transaction is~~
220 ~~entered into; otherwise, the discount is determined by a commercially reasonable rate that takes~~
221 ~~into account the facts and circumstances of each case at the time the transaction was entered into.~~

222 ~~—— (38)] pursuant to section 400.1-203.~~

223 **(36)** "Send" in connection with ~~[any]~~ a writing, **record**, or notice means:

224 **(A)** to deposit in the mail or deliver for transmission by any other usual means of
225 communication with postage or cost of transmission provided for and properly addressed and,
226 in the case of an instrument, to an address specified thereon or otherwise agreed, or if there be
227 none to any address reasonable under the circumstances~~[-The receipt of any writing]~~ ; or

228 **(B)** in any other way to cause to be received any **record** or notice within the time [at
229 ~~which]~~ it would have arrived if properly sent ~~[has the effect of a proper sending].~~

230 ~~[(39)]~~ **(37)** "Signed" includes **using** any symbol executed or adopted ~~[by a party]~~ with
231 present intention to ~~[authenticate]~~ **adopt or accept** a writing.

232 ~~[(40)]~~ "Special property" means identifiable property in which the holder has only a
233 qualified, temporary, or limited interest.

234 ~~—— (41)]~~ **(38)** "State" means a state of the United States, the District of Columbia,
235 **Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject**
236 **to the jurisdiction of the United States.**

237 **(39)** "Surety" includes a guarantor or other secondary obligor.

238 ~~[(42)]~~ "Telegram" includes a message transmitted by radio, teletype, cable, any
239 mechanical method of transmission, or the like.

240 ~~—— (43)]~~ **(40)** "Term" means ~~[that]~~ a portion of an agreement ~~[which]~~ **that** relates to a
241 particular matter.

242 ~~[(44)]~~ **(41)** "Unauthorized^[1] signature" means ~~[one]~~ **a signature** made without actual,
243 implied, or apparent authority ~~[and]~~ . **The term** includes a forgery.

244 ~~[(45)]~~ "Value". Except as otherwise provided with respect to negotiable instruments and
245 bank collections (sections 400.3-303, 400.4-208 and 400.4-209) a person gives "value" for rights
246 if he or she acquires them

247 ~~—— (a) in return for a binding commitment to extend credit or for the extension of~~
248 ~~immediately available credit whether or not drawn upon and whether or not a charge-back is~~
249 ~~provided for in the event of difficulties in collection; or~~

250 ~~—— (b) as security for or in total or partial satisfaction of a preexisting claim; or~~

251 ~~—— (c) by accepting delivery pursuant to a preexisting contract for purchase; or~~

252 ~~—— (d) generally, in return for any consideration sufficient to support a simple contract.~~

253 ~~[(46)]~~ **(42)** "Warehouse receipt" means a receipt issued by a person engaged in the
254 business of storing goods for hire.

255 ~~[(47)]~~ ~~"Written" or~~ **(43)** "Writing" includes printing, typewriting, or any other intentional
256 reduction to tangible form. **"Written" has a corresponding meaning.**

 400.1-202. ~~[A document in due form purporting to be a bill of lading, policy or~~
2 ~~certificate of insurance, official weigher's or inspector's certificate, consular invoice, or any other~~
3 ~~document authorized or required by the contract to be issued by a third party shall be prima facie~~
4 ~~evidence of its own authenticity and genuineness and of the facts stated in the document by the~~
5 ~~third party.]~~ **(a) Subject to subsection (f), a person has "notice" of a fact if the person:**

6 **(1) has actual knowledge of it;**

7 **(2) has received a notice or notification of it; or**

8 **(3) from all the facts and circumstances known to the person at the time in**
9 **question, has reason to know that it exists.**

10 **(b) "Knowledge" means actual knowledge. "Knows" has a corresponding**
11 **meaning.**

12 **(c) "Discover", "learn", or words of similar import refer to knowledge rather than**
13 **the reason to know.**

14 **(d) A person "notifies" or "gives" a notice or notification to another person by**
15 **taking such steps as may be reasonably required to inform the other person in ordinary**
16 **course, whether or not the other person actually comes to know of it.**

17 **(e) Subject to subsection (f), a person "receives" a notice or notification when:**

18 **(1) it comes to that person's attention; or**

19 **(2) it is duly delivered in a form reasonable under the circumstances at the place**
20 **of business through which the contract was made or at another location held out by that**
21 **person as the place for receipt of such communications.**

22 **(f) Notice, knowledge, or a notice or notification received by an organization is**
23 **effective for a particular transaction from the time it is brought to the attention of the**
24 **individual conducting that transaction and, in any event, from the time it would have been**
25 **brought to the individual's attention if the organization had exercised due diligence. An**
26 **organization exercises due diligence if it maintains reasonable routines for communicating**
27 **significant information to the person conducting the transaction and there is reasonable**
28 **compliance with the routines. Due diligence does not require an individual acting for the**
29 **organization to communicate information unless the communication is part of the**
30 **individual's regular duties or the individual has reason to know of the transaction and that**
31 **the transaction would be materially affected by the information.**

 400.1-203. [~~Every contract or duty within this chapter imposes an obligation of good~~
2 ~~faith in its performance or enforcement.~~] **(a) Whether a transaction in the form of a lease**
3 **creates a lease or security interest is determined by the facts of each case.**

4 **(b) A transaction in the form of a lease creates a security interest if the**
5 **consideration that the lessee is to pay the lessor for the right to possession and use of the**
6 **goods is an obligation for the term of the lease and is not subject to termination by the**
7 **lessee, and:**

8 **(1) the original term of the lease is equal to or greater than the remaining economic**
9 **life of the goods;**

10 **(2) the lessee is bound to renew the lease for the remaining economic life of the**
11 **goods or is bound to become the owner of the goods;**

12 **(3) the lessee has an option to renew the lease for the remaining economic life of the**
13 **goods for no additional consideration or for nominal additional consideration upon**
14 **compliance with the lease agreement; or**

15 **(4) the lessee has an option to become the owner of the goods for no additional**
16 **consideration or for nominal additional consideration upon compliance with the lease**
17 **agreement.**

18 **(c) A transaction in the form of a lease does not create a security interest merely**
19 **because:**

20 **(1) the present value of the consideration the lessee is obligated to pay the lessor for**
21 **the right to possession and use of the goods is substantially equal to or is greater than the**
22 **fair market value of the goods at the time the lease is entered into;**

23 **(2) the lessee assumes risk of loss of the goods;**

24 **(3) the lessee agrees to pay, with respect to the goods, taxes, insurance, filing,**
25 **recording, or registration fees, or service or maintenance costs;**

26 **(4) the lessee has an option to renew the lease or to become the owner of the goods;**

27 **(5) the lessee has an option to renew the lease for a fixed rent that is equal to or**
28 **greater than the reasonably predictable fair market rent for the use of the goods for the**
29 **term of the renewal at the time the option is to be performed; or**

30 **(6) the lessee has an option to become the owner of the goods for a fixed price that**
31 **is equal to or greater than the reasonably predictable fair market value of the goods at the**
32 **time the option is to be performed.**

33 **(d) Additional consideration is nominal if it is less than the lessee's reasonably**
34 **predictable cost of performing under the lease agreement if the option is not exercised.**
35 **Additional consideration is not nominal if:**

36 **(1) when the option to renew the lease is granted to the lessee, the rent is stated to**
37 **be the fair market rent for the use of the goods for the term of the renewal determined at**
38 **the time the option is to be performed; or**

39 **(2) when the option to become the owner of the goods is granted to the lessee, the**
40 **price is stated to be the fair market value of the goods determined at the time the option**
41 **is to be performed.**

42 **(e) The "remaining economic life of the goods" and "reasonably predictable" fair**
43 **market rent, fair market value, or cost of performing under the lease agreement shall be**
44 **determined with reference to the facts and circumstances at the time the transaction is**
45 **entered into.**

 400.1-204. ~~[(1) Whenever this chapter requires any action to be taken within a~~
2 ~~reasonable time, any time which is not manifestly unreasonable may be fixed by agreement.~~

3 ~~——(2) What is a reasonable time for taking any action depends on the nature, purpose and~~
4 ~~circumstances of such action.~~

5 ~~——(3) An action is taken "seasonably" when it is taken at or within the time agreed or if no~~
6 ~~time is agreed at or within a reasonable time.] **Except as otherwise provided in articles 3, 4,**~~

7 **and 5, a person gives value for rights if the person acquires them:**

8 **(1) in return for a binding commitment to extend credit or for the extension of**
9 **immediately available credit, whether or not drawn upon and whether or not a**
10 **charge-back is provided for in the event of difficulties in collection;**

11 **(2) as security for, or in total or partial satisfaction of, a preexisting claim;**

12 **(3) by accepting delivery under a preexisting contract for purchase; or**

13 **(4) in return for any consideration sufficient to support a simple contract.**

 400.1-205. ~~[(1) A course of dealing is a sequence of previous conduct between the~~
2 ~~parties to a particular transaction which is fairly to be regarded as establishing a common basis~~
3 ~~of understanding for interpreting their expressions and other conduct.~~

4 ~~———(2) A usage of trade is any practice or method of dealing having such regularity of~~
5 ~~observance in a place, vocation or trade as to justify an expectation that it will be observed with~~
6 ~~respect to the transaction in question. The existence and scope of such a usage are to be proved~~
7 ~~as facts. If it is established that such a usage is embodied in a written trade code or similar~~
8 ~~writing the interpretation of the writing is for the court.~~

9 ~~———(3) A course of dealing between parties and any usage of trade in the vocation or trade~~
10 ~~in which they are engaged or of which they are or should be aware give particular meaning to and~~
11 ~~supplement or qualify terms of an agreement.~~

12 ~~———(4) The express terms of an agreement and an applicable course of dealing or usage of~~
13 ~~trade shall be construed wherever reasonable as consistent with each other; but when such~~
14 ~~construction is unreasonable express terms control both course of dealing and usage of trade and~~
15 ~~course of dealing controls usage of trade.~~

16 ~~———(5) An applicable usage of trade in the place where any part of performance is to occur~~
17 ~~shall be used in interpreting the agreement as to that part of the performance.~~

18 ~~———(6) Evidence of a relevant usage of trade offered by one party is not admissible unless~~
19 ~~and until he has given the other party such notice as the court finds sufficient to prevent unfair~~
20 ~~surprise to the latter.] (a) Whether a time for taking an action required by this chapter is~~

21 ~~reasonable depends on the nature, purpose, and circumstances of the action.~~

22 ~~(b) An action is taken seasonably if it is taken at or within the time agreed or, if no~~
23 ~~time is agreed, at or within a reasonable time.~~

400.1-206. [~~(1) Except in the cases described in subsection (2) of this section a contract~~
2 ~~for the sale of personal property is not enforceable by way of action or defense beyond five~~
3 ~~thousand dollars in amount or value of remedy unless there is some writing which indicates that~~
4 ~~a contract for sale has been made between the parties at a defined or stated price, reasonably~~
5 ~~identifies the subject matter, and is signed by the party against whom enforcement is sought or~~
6 ~~by his authorized agent.~~

7 ~~———(2) Subsection (1) of this section does not apply to contracts for the sale of goods~~
8 ~~(section 400.2-201) nor of securities (section 400.8-113) nor to security agreements (section~~
9 ~~400.9-203).] **Whenever this chapter creates a "presumption" with respect to a fact, or**~~

10 **provides that a fact is "presumed", the trier of fact shall find the existence of the fact**
11 **unless and until evidence is introduced that supports a finding of its nonexistence.**

400.1-301. (a) **Except as otherwise provided in this section, when a transaction**
2 **bears a reasonable relation to this state and also to another state or nation, the parties may**
3 **agree that the law either of this state or of such other state or nation shall govern their**
4 **rights and duties.**

5 **(b) In the absence of an agreement effective under subsection (a), and except as**
6 **provided in subsection (c), this chapter applies to transactions bearing an appropriate**
7 **relation to this state.**

8 **(c) If one of the following provisions of this chapter specifies the applicable law,**
9 **that provision governs and a contrary agreement is effective only to the extent permitted**
10 **by the law so specified:**

11 **(1) section 400.2-402;**

12 **(2) sections 400.2A-105 and 400.2A-106;**

13 **(3) section 400.4-102;**

14 **(4) section 400.4A-507;**

15 **(5) section 400.5-116;**

16 **(6) section 400.8-110;**

17 **(7) sections 400.9-301 through 400.9-307.**

400.1-302. (a) Except as otherwise provided in subsection (b) or elsewhere in this
2 **chapter, the effect of provisions of this chapter may be varied by agreement.**

3 **(b) The obligations of good faith, diligence, reasonableness, and care prescribed by**
4 **this chapter shall not be disclaimed by agreement. The parties, by agreement, may**
5 **determine the standards by which the performance of those obligations is to be measured**
6 **if those standards are not manifestly unreasonable. Whenever this chapter requires an**
7 **action to be taken within a reasonable time, a time that is not manifestly unreasonable may**
8 **be fixed by agreement.**

9 **(c) The presence in certain provisions of this chapter of the phrase "unless**
10 **otherwise agreed", or words of similar import, does not imply that the effect of other**
11 **provisions shall not be varied by agreement under this section.**

400.1-303. (a) A "course of performance" is a sequence of conduct between the
2 **parties to a particular transaction that exists if:**

3 **(1) the agreement of the parties with respect to the transaction involves repeated**
4 **occasions for performance by a party; and**

5 **(2) the other party, with knowledge of the nature of the performance and**
6 **opportunity for objection to it, accepts the performance or acquiesces in it without**
7 **objection.**

8 **(b) A "course of dealing" is a sequence of conduct concerning previous transactions**
9 **between the parties to a particular transaction that is fairly to be regarded as establishing**
10 **a common basis of understanding for interpreting their expressions and other conduct.**

11 **(c) A "usage of trade" is any practice or method of dealing having such regularity**
12 **of observance in a place, vocation, or trade as to justify an expectation that it will be**

13 observed with respect to the transaction in question. The existence and scope of such a
14 usage shall be proved as facts. If it is established that such a usage is embodied in a trade
15 code or similar record, the interpretation of the record is a question of law.

16 (d) A course of performance or course of dealing between the parties or usage of
17 trade in the vocation or trade in which they are engaged or of which they are or should be
18 aware is relevant in ascertaining the meaning of the parties' agreement, may give
19 particular meaning to specific terms of the agreement, and may supplement or qualify the
20 terms of the agreement. A usage of trade applicable in the place in which part of the
21 performance under the agreement is to occur may be so utilized as to that part of the
22 performance.

23 (e) Except as otherwise provided in subsection (f), the express terms of an
24 agreement and any applicable course of performance, course of dealing, or usage of trade
25 shall be construed whenever reasonable as consistent with each other. If such a
26 construction is unreasonable:

27 (1) express terms prevail over course of performance, course of dealing, and usage
28 of trade;

29 (2) course of performance prevails over course of dealing and usage of trade; and

30 (3) course of dealing prevails over usage of trade.

31 (f) Subject to section 400.2-209, a course of performance is relevant to show a
32 waiver or modification of any term inconsistent with the course of performance.

33 (g) Evidence of a relevant usage of trade offered by one party is not admissible
34 unless that party has given the other party notice that the court finds sufficient to prevent
35 unfair surprise to the other party.

2 400.1-304. Every contract or duty within this chapter imposes an obligation of good
2 faith in its performance and enforcement.

2 400.1-305. (a) The remedies provided by this chapter shall be liberally
2 administered to the end that the aggrieved party may be put in as good a position as if the
3 other party had fully performed but neither consequential or special damages nor penal
4 damages may be had except as specifically provided in this chapter or by other rule of law.

5 (b) Any right or obligation declared by this chapter is enforceable by action unless
6 the provision declaring it specifies a different and limited effect.

2 400.1-306. A claim or right arising out of an alleged breach may be discharged in
2 whole or in part without consideration by agreement of the aggrieved party in an
3 authenticated record.

2 400.1-307. A document in due form purporting to be a bill of lading, policy or
2 certificate of insurance, official weigher's or inspector's certificate, consular invoice, or any

3 other document authorized or required by the contract to be issued by a third party is
 4 prima facie evidence of its own authenticity and genuineness and of the facts stated in the
 5 document by the third party.

2 400.1-308. (a) A party that with explicit reservation of rights performs or promises
 3 performance or assents to performance in a manner demanded or offered by the other
 4 party does not thereby prejudice the rights reserved. Such words as "without prejudice",
 5 "under protest", or the like are sufficient.

5 (b) Subsection (a) does not apply to an accord and satisfaction.

2 400.1-309. A term providing that one party or that party's successor in interest may
 3 accelerate payment or performance or require collateral or additional collateral "at will"
 4 or when the party "deems itself insecure", or words of similar import, means that the party
 5 has power to do so only if that party in good faith believes that the prospect of payment or
 6 performance is impaired. The burden of establishing lack of good faith is on the party
 against which the power has been exercised.

2 400.1-310. An obligation may be issued as subordinated to performance of another
 3 obligation of the person obligated, or a creditor may subordinate its right to performance
 4 of an obligation by agreement with either the person obligated or another creditor of the
 5 person obligated. Subordination does not create a security interest as against either the
 common debtor or a subordinated creditor.

2 400.7-102. ~~[(+)]~~ (a) In this article, unless the context otherwise requires:

2 ~~[(a)]~~ (1) "Bailee" means ~~[the]~~ a person ~~[who]~~ that by a warehouse receipt, bill of lading,
 3 or other document of title acknowledges possession of goods and contracts to deliver them.

4 ~~[(b)]~~ (2) "Carrier" means a person that issues a bill of lading.

5 (3) "Consignee" means ~~[the]~~ a person named in a bill of lading to ~~[whom]~~ which or to
 6 whose order the bill promises delivery.

7 ~~[(e)]~~ (4) "Consignor" means ~~[the]~~ a person named in a bill of lading as the person from
 8 ~~[whom]~~ which the goods have been received for shipment.

9 ~~[(d)]~~ (5) "Delivery order" means a ~~[written]~~ record that contains an order to deliver
 10 goods directed to a ~~[warehouseman]~~ warehouse, carrier, or other person ~~[who]~~ that in the
 11 ordinary course of business issues warehouse receipts or bills of lading.

12 ~~[(e)]~~ "Document" means document of title as defined in the general definitions in article
 13 ~~+(section 400.1-201):~~

14 ~~—[(f)]~~ (6) "Good faith" has the same meaning as in subdivision (20) of subsection (b)
 15 of section 400.1-201.

16 (7) "Goods" means all things ~~[which]~~ that are treated as movable for the purposes of a
 17 contract ~~[of]~~ for storage or transportation.

18 ~~[(g)]~~ **(8)** "Issuer" means a bailee ~~[who]~~ **that** issues a document ~~[except that]~~ **of title or,**
 19 in ~~[relation to]~~ **the case of** an unaccepted delivery order ~~[it means]~~, the person ~~[who]~~ **that** orders
 20 the possessor of goods to deliver. ~~[Issuer]~~ **The term** includes ~~[any]~~ a person for ~~[whom]~~ **which**
 21 an agent or employee purports to act in issuing a document if the agent or employee has real or
 22 apparent authority to issue documents, ~~[notwithstanding that]~~ **even if** the issuer ~~[received no]~~ **did**
 23 **not receive any** goods ~~[or that]~~, the goods were misdescribed, or ~~[that]~~ in any other respect the
 24 agent or employee violated ~~[his]~~ **the issuer's** instructions.

25 **(9) "Person entitled under the document" means the holder, in the case of a**
 26 **negotiable document of title, or the person to which delivery of the goods is to be made by**
 27 **the terms of, or pursuant to instructions in a record under, a nonnegotiable document of**
 28 **title.**

29 **(10) "Record" has the same meaning as in subdivision (31) of subsection (b) of**
 30 **section 400.1-201.**

31 **(11) "Shipper" means a person that enters into a contract of transportation with**
 32 **a carrier.**

33 **(12) "Sign" means, with present intent to authenticate or adopt a record:**

34 **(A) to execute or adopt a tangible symbol; or**

35 **(B) to attach to or logically associate with the record an electronic sound, symbol,**
 36 **or process.**

37 ~~[(h) "Warehouseman" is]~~ **(13) "Warehouse" means** a person engaged in the business
 38 of storing goods for hire.

39 ~~[(2) Other definitions applying to this article or to specified parts thereof, and the~~
 40 ~~sections in which they appear are:~~

41 ~~—"Duly negotiate". Section 400.7-501.~~

42 ~~—"Person entitled under the document". Section 400.7-403(4).~~

43 ~~—(3)]~~ **(b)** Definitions in other articles applying to this article and the sections in which they
 44 appear are:

45 **(1) "Contract for sale"[-], section 400.2-106.**

46 ~~["Overseas". Section 400.2-323.]~~

47 **(2) "Lessee in the ordinary course of business", section 400.2A-103.**

48 **(3) "Receipt" of goods[-], section 400.2-103.**

49 ~~[(4)]~~ **(c)** In addition, article 1 contains general definitions and principles of construction
 50 and interpretation applicable throughout this article.

400.7-103. ~~[To the extent that]~~ **(a) This article is subject to** any treaty or statute of the
 2 United States[-] **or** regulatory statute of this state ~~[or tariff, classification or regulation filed or~~

3 issued pursuant thereto] to the extent the treaty, statute, or regulatory statute is applicable[;
4 the provisions of this article are subject thereto].

5 (b) This article does not modify or repeal any law prescribing the form or content
6 of a document of title or the services or facilities to be afforded by a bailee, or otherwise
7 regulating a bailee's business in respects not specifically treated in this article. However,
8 violation of such a law does not affect the status of a document of title that otherwise is
9 within the definition of a document of title.

10 (c) This chapter modifies, limits, and supersedes the federal Electronic Signatures
11 in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., but does not modify,
12 limit, or supersede Section 101(c) of that Act, 15 U.S.C. Section 7001(c), or authorize
13 electronic delivery of any of the notices described in Section 103(b) of that Act, 15 U.S.C.
14 Section 7003(b).

15 (d) To the extent there is a conflict between the uniform electronic transactions act
16 under sections 432.200 to 432.295 and this article, this article governs.

400.7-104. [~~(1) A warehouse receipt, bill of lading or other~~] (a) Except as otherwise
2 provided in subsection (c), a document of title is negotiable [~~(+)~~] if by its terms the goods are
3 to be delivered to bearer or to the order of a named person[~~;~~].

4 (b) [~~where recognized in overseas trade, if it runs to a named person or assigns.~~
5 ~~—(2) Any other~~] A document of title other than one described in subsection (a) is
6 nonnegotiable. A bill of lading [~~in which it is stated~~] that states that the goods are consigned
7 to a named person is not made negotiable by a provision that the goods are to be delivered only
8 against [~~a written~~] an order in a record signed by the same or another named person.

9 (c) A document of title is nonnegotiable if, at the time it is issued, the document has
10 a conspicuous legend, however expressed, that it is nonnegotiable.

400.7-105. [~~The omission from either part 2 or part 3 of this article of a provision~~
2 corresponding to a provision made in the other part does not imply that a corresponding rule of
3 law is not applicable.] (a) Upon request of a person entitled under an electronic document
4 of title, the issuer of the electronic document may issue a tangible document of title as a
5 substitute for the electronic document if:

6 (1) the person entitled under the electronic document surrenders control of the
7 document to the issuer; and

8 (2) the tangible document when issued contains a statement that it is issued in
9 substitution for the electronic document.

10 (b) Upon issuance of a tangible document of title in substitution for an electronic
11 document of title in accordance with subsection (a):

12 (1) the electronic document ceases to have any effect or validity; and

13 (2) the person that procured issuance of the tangible document warrants to all
14 subsequent persons entitled under the tangible document that the warrantor was a person
15 entitled under the electronic document when the warrantor surrendered control of the
16 electronic document to the issuer.

17 (c) Upon request of a person entitled under a tangible document of title, the issuer
18 of the tangible document may issue an electronic document of title as a substitute for the
19 tangible document if:

20 (1) the person entitled under the tangible document surrenders possession of the
21 document to the issuer; and

22 (2) the electronic document when issued contains a statement that it is issued in
23 substitution for the tangible document.

24 (d) Upon issuance of an electronic document of title in substitution for a tangible
25 document of title in accordance with subsection (c):

26 (1) the tangible document ceases to have any effect or validity; and

27 (2) the person that procured issuance of the electronic document warrants to all
28 subsequent persons entitled under the electronic document that the warrantor was a
29 person entitled under the tangible document when the warrantor surrendered possession
30 of the tangible document to the issuer.

 400.7-106. (a) A person has control of an electronic document of title if a system
2 employed for evidencing the transfer of interests in the electronic document reliably
3 establishes that person as the person to which the electronic document was issued or
4 transferred.

5 (b) A system satisfies subsection (a), and a person is deemed to have control of an
6 electronic document of title, if the document is created, stored, and assigned in such a
7 manner that:

8 (1) a single authoritative copy of the document exists which is unique, identifiable,
9 and, except as otherwise provided in paragraphs (4), (5), and (6), unalterable;

10 (2) the authoritative copy identifies the person asserting control as:

11 (A) the person to which the document was issued; or

12 (B) if the authoritative copy indicates that the document has been transferred, the
13 person to which the document was most recently transferred;

14 (3) the authoritative copy is communicated to and maintained by the person
15 asserting control or its designated custodian;

16 (4) copies or amendments that add or change an identified assignee of the
17 authoritative copy can be made only with the consent of the person asserting control;

18 **(5) each copy of the authoritative copy and any copy of a copy is readily identifiable**
 19 **as a copy that is not the authoritative copy; and**

20 **(6) any amendment of the authoritative copy is readily identifiable as authorized**
 21 **or unauthorized.**

 400.7-201. ~~[(1)]~~ **(a)** A warehouse receipt may be issued by any ~~[warehouseman]~~
 2 **warehouse.**

3 ~~[(2) Where]~~ **(b)** If goods, including distilled spirits and agricultural commodities, are
 4 stored under a statute requiring a bond against withdrawal or a license for the issuance of receipts
 5 in the nature of warehouse receipts, a receipt issued for the goods ~~[has like effect as]~~ **is deemed**
 6 **to be** a warehouse receipt even ~~[though]~~ **if** issued by a person ~~[who]~~ **that** is the owner of the
 7 goods and is not a ~~[warehouseman]~~ **warehouse.**

 400.7-202. ~~[(1)]~~ **(a)** A warehouse receipt need not be in any particular form.

2 ~~[(2)]~~ **(b)** Unless a warehouse receipt ~~[embodies within its written or printed terms]~~
 3 **provides for** each of the following, the ~~[warehouseman]~~ **warehouse** is liable for damages caused
 4 ~~[by the omission]~~ to a person injured ~~[thereby]~~ **by its omission:**

5 ~~[(a)]~~ **(1)** a **statement of** the location of the warehouse **facility** where the goods are
 6 stored;

7 ~~[(b)]~~ **(2)** the date of issue of the receipt;

8 ~~[(c)]~~ **(3)** the ~~[consecutive number]~~ **unique identification code** of the receipt;

9 ~~[(d)]~~ **(4)** a statement whether the goods received will be delivered to the bearer, to a
 10 ~~[specified]~~ **named** person, or to a ~~[specified]~~ **named** person or ~~[his]~~ **its** order;

11 ~~[(e)]~~ **(5)** the rate of storage and handling charges, ~~[except that where]~~ **unless** goods are
 12 stored under a field warehousing arrangement, **in which case** a statement of that fact is sufficient
 13 on a nonnegotiable receipt;

14 ~~[(f)]~~ **(6)** a description of the goods or ~~[of]~~ the packages containing them;

15 ~~[(g)]~~ **(7)** the signature of the ~~[warehouseman, which may be made by his authorized]~~
 16 **warehouse or its agent;**

17 ~~[(h)]~~ **(8)** if the receipt is issued for goods ~~[of which the warehouseman is owner]~~ **that the**
 18 **warehouse owns**, either solely ~~[or]~~, jointly, or in common with others, **a statement of** the fact
 19 of ~~[such]~~ **that** ownership; and

20 ~~[(i)]~~ **(9)** a statement of the amount of advances made and of liabilities incurred for which
 21 the ~~[warehouseman]~~ **warehouse** claims a lien or security interest ~~[(section 400.7-209). If]~~,
 22 **unless** the precise amount of ~~[such]~~ advances made or ~~[of such]~~ liabilities incurred ~~[is]~~, at the
 23 time of the issue of the receipt, **is** unknown to the ~~[warehouseman]~~ **warehouse** or to ~~[his]~~ **its**
 24 agent ~~[who issues it]~~ **that issued the receipt, in which case** a statement of the fact that advances

25 have been made or liabilities incurred and the purpose ~~[thereof]~~ **of the advances or liabilities**
26 is sufficient.

27 ~~[(3)]~~ (c) A ~~[warehouseman]~~ **warehouse** may insert in ~~[his]~~ **its** receipt any ~~[other]~~ terms
28 ~~[which]~~ **that** are not contrary to ~~[the provisions of]~~ this chapter and do not impair ~~[his]~~ **its**
29 obligation of delivery ~~[(] under section 400.7-403[)]~~ or ~~[his]~~ **its** duty of care ~~[(] under section~~
30 ~~400.7-204[)]~~. Any contrary ~~[provisions shall be]~~ **provision is** ineffective.

400.7-203. A party to or purchaser for value in good faith of a document of title, other
2 than a bill of lading ~~[relying in either case]~~ , **that relies** upon the description ~~[therein]~~ of the
3 goods **in the document** may recover from the issuer damages caused by the nonreceipt or
4 misdescription of the goods, except to the extent that:

5 (1) the document conspicuously indicates that the issuer does not know whether ~~[any part~~
6 ~~or]~~ all **or part** of the goods in fact were received or conform to the description, **such** as ~~[where]~~
7 **a case in which** the description is in terms of marks or labels or kind, quantity, or condition, or
8 the receipt or description is qualified by "contents, condition, and quality unknown", "said to
9 contain", or ~~[the like]~~ **words of similar import**, if ~~[such]~~ the indication ~~[be]~~ **is true**; ; or

10 (2) the party or purchaser otherwise has notice **of the nonreceipt or misdescription**.

400.7-204. ~~[(1)]~~ (a) A ~~[warehouseman]~~ **warehouse** is liable for damages for loss of or
2 injury to the goods caused by ~~[his]~~ **its** failure to exercise ~~[such]~~ care ~~[in]~~ **with** regard to ~~[them~~
3 ~~as]~~ **the goods that** a reasonably careful ~~[man]~~ **person** would exercise under ~~[like]~~ **similar**
4 circumstances ~~[but]~~ . Unless otherwise agreed ~~[he]~~ , **the warehouse** is not liable for damages
5 ~~[which]~~ **that** could not have been avoided by the exercise of ~~[such]~~ **that** care.

6 ~~[(2)]~~ (b) Damages may be limited by a term in the warehouse receipt or storage
7 agreement limiting the amount of liability in case of loss or damage~~[-and setting forth a specific~~
8 ~~liability per article or item, or value per unit of weight,]~~ beyond which the ~~[warehouseman shall]~~
9 **warehouse is not** ~~[be]~~ **liable**~~[-; provided, however, that such liability may]~~ . **Such a limitation**
10 **is not effective with respect to the warehouse's liability for conversion to its own use**. On
11 ~~[written]~~ request of the bailor **in a record** at the time of signing ~~[such]~~ **the** storage agreement or
12 within a reasonable time after receipt of the warehouse receipt, **the warehouse's liability may**
13 be increased on part or all of the goods ~~[thereunder,]~~ **covered by the storage agreement or the**
14 **warehouse receipt**. In ~~[which]~~ **this** event, increased rates may be charged based on ~~[such]~~ **an**
15 increased valuation ~~[but that no such increase shall be permitted contrary to a lawful limitation~~
16 ~~of liability contained in the warehouseman's tariff, if any. No such limitation is effective with~~
17 ~~respect to the warehouseman's liability for conversion to his own use]~~ **of the goods**.

18 ~~[(3)]~~ (c) Reasonable provisions as to the time and manner of presenting claims and
19 ~~[instituting]~~ **commencing** actions based on the bailment may be included in the warehouse
20 receipt or ~~[tariff]~~ **storage agreement**.

21 ~~[(4)]~~ **(d)** This section does not ~~[impair]~~ **modify** or repeal any existing statute of this state
22 ~~[which]~~ **that** imposes a higher responsibility upon the ~~[warehouseman]~~ **warehouse** or invalidates
23 a contractual ~~[limitations which]~~ **limitation that** would be permissible under this article.

400.7-205. A buyer in ~~[the]~~ ordinary course of business of fungible goods sold and
2 delivered by a ~~[warehouseman who]~~ **warehouse that** is also in the business of buying and selling
3 such goods takes **the goods** free of any claim under a warehouse receipt even ~~[though it]~~ **if the**
4 **receipt is negotiable and** has been duly negotiated.

400.7-206. ~~[(1)]~~ **(a)** A ~~[warehouseman may on notifying]~~ **warehouse, by giving notice**
2 **to** the person on whose account the goods are held and any other person known to claim an
3 interest in the goods, **may** require payment of any charges and removal of the goods from the
4 warehouse at the termination of the period of storage fixed by the document~~;~~ **of title** or, if ~~[no]~~
5 a period is **not** fixed, within a stated period not less than thirty days after the ~~[notification]~~
6 **warehouse gives notice**. If the goods are not removed before the date specified in the
7 ~~[notification]~~ **notice**, the ~~[warehouseman]~~ **warehouse** may sell them ~~[in accordance with the~~
8 ~~provisions of the section on enforcement of a warehouseman's lien~~ ~~(]~~ **pursuant to** section
9 400.7-210~~]~~.

10 ~~[(2)]~~ **(b)** If a ~~[warehouseman]~~ **warehouse** in good faith believes that ~~[the]~~ goods are
11 about to deteriorate or decline in value to less than the amount of ~~[his]~~ **its** lien within the time
12 ~~[prescribed]~~ **provided** in subsection ~~[(1) for notification, advertisement and sale]~~ **(a) of this**
13 **section and section 400.7-210**, the ~~[warehouseman]~~ **warehouse** may specify in the ~~[notification]~~
14 **notice given under subsection (a) of this section** any reasonable shorter time for removal of
15 the goods and ~~[in case]~~ , **if** the goods are not removed, may sell them at public sale held not less
16 than one week after a single advertisement or posting.

17 ~~[(3)]~~ **(c)** If, as a result of a quality or condition of the goods of which the ~~[warehouseman~~
18 ~~had no]~~ **warehouse did not have** notice at the time of deposit, the goods are a hazard to other
19 property, ~~[or to]~~ the warehouse **facilities**, or ~~[to]~~ **other** persons, the ~~[warehouseman]~~ **warehouse**
20 may sell the goods at public or private sale without advertisement **or posting** on reasonable
21 notification to all persons known to claim an interest in the goods. If the ~~[warehouseman]~~
22 **warehouse**, after a reasonable effort, is unable to sell the goods ~~[he]~~ , **it** may dispose of them in
23 any lawful manner and ~~[shall]~~ **does not** incur ~~[no]~~ liability by reason of ~~[such]~~ **that** disposition.

24 ~~[(4) The warehouseman must]~~ **(d)** A **warehouse shall** deliver the goods to any person
25 entitled to them under this article upon due demand made at any time ~~[prior to]~~ **before** sale or
26 other disposition under this section.

27 ~~[(5) The warehouseman]~~ **(e)** A **warehouse** may satisfy ~~[his]~~ **its** lien from the proceeds
28 of any sale or disposition under this section but ~~[must]~~ **shall** hold the balance for delivery on the

29 demand of any person to ~~[whom he]~~ **which the warehouse** would have been bound to deliver
30 the goods.

400.7-207. ~~[(1)]~~ **(a)** Unless the warehouse receipt ~~[otherwise]~~ provides **otherwise**, a
2 ~~[warehouseman must]~~ **warehouse shall** keep separate the goods covered by each receipt so as
3 to permit at all times identification and delivery of those goods ~~[except that]~~ . **However**,
4 different lots of fungible goods may be commingled.

5 ~~[(2)]~~ **(b)** **If different lots of** fungible goods ~~[so]~~ **are** commingled, **the goods** are owned
6 in common by the persons entitled thereto and the ~~[warehouseman]~~ **warehouse** is severally liable
7 to each owner for that owner's share. ~~[Where]~~ **If**, because of overissue, a mass of fungible goods
8 is insufficient to meet all the receipts ~~[which]~~ the ~~[warehouseman]~~ **warehouse** has issued against
9 it, the persons entitled include all holders to ~~[whom]~~ **which** overissued receipts have been duly
10 negotiated.

400.7-208. ~~[Where]~~ **If** a blank in a negotiable **tangible** warehouse receipt has been filled
2 in without authority, a **good-faith** purchaser for value and without notice of the ~~[want]~~ **lack** of
3 authority may treat the insertion as authorized. Any other unauthorized alteration leaves any
4 **tangible or electronic warehouse** receipt enforceable against the issuer according to its original
5 tenor.

400.7-209. ~~[(1)]~~ **(a)** A ~~[warehouseman]~~ **warehouse** has a lien against the bailor on the
2 goods covered by a warehouse receipt or **storage agreement or** on the proceeds thereof in ~~[his]~~
3 **its** possession for charges for storage or transportation ~~[(~~ , including demurrage and terminal
4 charges~~)]~~, insurance, labor, or **other** charges, present or future, in relation to the goods, and for
5 expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant
6 to law. If the person on whose account the goods are held is liable for ~~[like]~~ **similar** charges or
7 expenses in relation to other goods whenever deposited and it is stated in the **warehouse** receipt
8 **or storage agreement** that a lien is claimed for charges and expenses in relation to other goods,
9 the ~~[warehouseman]~~ **warehouse** also has a lien against ~~[him]~~ **the goods covered by the**
10 **warehouse receipt or storage agreement or on the proceeds thereof in its possession** for
11 ~~[such]~~ **those** charges and expenses, whether or not the other goods have been delivered by the
12 ~~[warehouseman]~~ **warehouse**. ~~[But]~~ **However, as** against a person to ~~[whom]~~ **which** a negotiable
13 warehouse receipt is duly negotiated, a ~~[warehouseman's]~~ **warehouse's** lien is limited to charges
14 in an amount or at a rate specified ~~[on]~~ **in the warehouse** receipt or, if no charges are so specified
15 ~~[then]~~ , to a reasonable charge for storage of the **specific** goods covered by the receipt subsequent
16 to the date of the receipt.

17 ~~[(2) The warehouseman]~~ **(b)** A **warehouse** may also reserve a security interest against
18 the bailor for ~~[a]~~ **the** maximum amount specified on the receipt for charges other than those

19 specified in subsection [(1)] (a), such as for money advanced and interest. [~~Such a~~] **The** security
 20 interest is governed by [~~the article on secured transactions (]article 9[)]].~~

21 [(3)] (c) A [~~warehouseman's~~] **warehouse's** lien for charges and expenses under
 22 subsection [(1)] (a) or a security interest under subsection [(2)] (b) is also effective against any
 23 person [~~who~~] **that** so entrusted the bailor with possession of the goods that a pledge of them by
 24 [~~him~~] **the bailor** to a good-faith purchaser for value would have been valid [~~but~~]. **However, the**
 25 **lien or security interest** is not effective against a person [~~as to whom the document confers no~~
 26 ~~right in the goods covered by it under section 400.7-503]~~ **that before issuance of a document**
 27 **of title had a legal interest or a perfected security interest in the goods and that did not:**

28 (1) **deliver or entrust the goods or any document of title covering the goods to the**
 29 **bailor or the bailor's nominee with:**

30 (A) **actual or apparent authority to ship, store, or sell;**

31 (B) **power to obtain delivery under section 400.7-403; or**

32 (C) **power of disposition under section 400.2-403, 400.2A-304(2), 400.2A-305(2),**
 33 **400.9-320, or 400.9-321(c) or other statute or rule of law; or**

34 (2) **acquiesce in the procurement by the bailor or its nominee of any document.**

35 [(4)] (d) A warehouse's lien on household goods for charges and expenses in
 36 relation to the goods under subsection (a) is also effective against all persons if the
 37 depositor was the legal possessor of the goods at the time of deposit. In this subsection,
 38 "household goods" means furniture, furnishings, or personal effects used by the depositor
 39 in a dwelling.

40 (e) A [~~warehouseman~~] **warehouse** loses [~~his~~] **its** lien on any goods [~~which he~~] **that it**
 41 voluntarily delivers or [~~which he~~] unjustifiably refuses to deliver.

400.7-210. [(1)] (a) Except as **otherwise** provided in subsection [(2)] (b), a
 2 [~~warehouseman's~~] **warehouse's** lien may be enforced by public or private sale of the goods, in
 3 [~~bulk~~] **bulk** or in [~~parcels~~] **packages**, at any time or place and on any terms [~~which~~] **that** are
 4 commercially reasonable, after notifying all persons known to claim an interest in the goods.
 5 [~~Such~~] **The** notification [~~must~~] **shall** include a statement of the amount due, the nature of the
 6 proposed sale, and the time and place of any public sale. The fact that a better price could have
 7 been obtained by a sale at a different time or in a [~~different~~] method **different** from that selected
 8 by the [~~warehouseman~~] **warehouse** is not of itself sufficient to establish that the sale was not
 9 made in a commercially reasonable manner. **The warehouse sells in a commercially**
 10 **reasonable manner** if the [~~warehouseman either~~] **warehouse** sells the goods in the usual manner
 11 in any recognized market therefor, [~~or if he~~] sells at the price current in [~~such~~] **that** market at the
 12 time of [~~his~~] **the** sale, or [~~if he has~~] otherwise [~~sold~~] **sells** in conformity with commercially
 13 reasonable practices among dealers in the type of goods sold[, ~~he has sold in a commercially~~]

14 ~~reasonable manner~~. A sale of more goods than apparently necessary to be offered to ~~[insure]~~
15 **ensure** satisfaction of the obligation is not commercially reasonable, except in cases covered by
16 the preceding sentence.

17 ~~[(2)]~~ **(b)** A ~~warehouseman's~~ **warehouse may enforce its** lien on goods, other than
18 goods stored by a merchant in the course of ~~[his]~~ **its** business ~~[may be enforced only as follows]~~
19 **, only if the following requirements are satisfied:**

20 ~~[(a)]~~ **(1)** All persons known to claim an interest in the goods ~~[must]~~ **shall** be notified.

21 ~~[(b)]~~ ~~The notification must be delivered in person or sent by registered or certified letter~~
22 ~~to the last known address of any person to be notified.~~

23 ~~[(e)]~~ **(2)** The notification ~~[must]~~ **shall** include an itemized statement of the claim, a
24 description of the goods subject to the lien, a demand for payment within a specified time not
25 less than ten days after receipt of the notification, and a conspicuous statement that unless the
26 claim is paid within that time the goods will be advertised for sale and sold by auction at a
27 specified time and place.

28 ~~[(d)]~~ **(3)** The sale ~~[must]~~ **shall** conform to the terms of the notification.

29 ~~[(e)]~~ **(4)** The sale ~~[must]~~ **shall** be held at the nearest suitable place to ~~[that]~~ where the
30 goods are held or stored.

31 ~~[(f)]~~ **(5)** After the expiration of the time given in the notification, an advertisement of the
32 sale ~~[must]~~ **shall** be published once a week for two weeks consecutively in a newspaper of
33 general circulation where the sale is to be held. The advertisement ~~[must]~~ **shall** include a
34 description of the goods, the name of the person on whose account ~~[they]~~ **the goods** are being
35 held, and the time and place of the sale. The sale ~~[must]~~ **shall** take place at least fifteen days
36 after the first publication. If there is no newspaper of general circulation where the sale is to be
37 held, the advertisement ~~[must]~~ **shall** be posted at least ten days before the sale in not ~~[less]~~ **fewer**
38 than six conspicuous places in the neighborhood of the proposed sale.

39 ~~[(3)]~~ **(c)** Before any sale pursuant to this section, any person claiming a right in the goods
40 may pay the amount necessary to satisfy the lien and the reasonable expenses incurred ~~[under]~~
41 **in complying with** this section. In that event, the goods ~~[must]~~ **may** not be sold~~;~~ but ~~[must]~~
42 **shall** be retained by the ~~warehouseman~~ **warehouse** subject to the terms of the receipt and this
43 article.

44 ~~[(4)]~~ ~~The warehouseman~~ **(d)** A **warehouse** may buy at any public sale **held** pursuant to
45 this section.

46 ~~[(5)]~~ **(e)** A purchaser in good faith of goods sold to enforce a ~~warehouseman's~~
47 **warehouse's** lien takes the goods free of any rights of persons against ~~[whom]~~ **which** the lien
48 was valid, despite **the warehouse's** noncompliance ~~[by the warehouseman]~~ with ~~[the~~
49 ~~requirements of]~~ this section.

50 ~~[(6) The warehouseman]~~ **(f) A warehouse** may satisfy ~~[his]~~ **its** lien from the proceeds
 51 of any sale pursuant to this section but ~~[must]~~ **shall** hold the balance, if any, for delivery on
 52 demand to any person to ~~[whom he]~~ **which the warehouse** would have been bound to deliver
 53 the goods.

54 ~~[(7)]~~ **(g)** The rights provided by this section ~~[shall be]~~ **are** in addition to all other rights
 55 allowed by law to a creditor against ~~[his]~~ **a** debtor.

56 ~~[(8) Where]~~ **(h) If** a lien is on goods stored by a merchant in the course of ~~[his]~~ **its**
 57 business, the lien may be enforced in accordance with ~~[either]~~ subsection ~~[(1)]~~ **(a)** or ~~[(2)]~~ **(b)**.

58 ~~[(9) The warehouseman]~~ **(i) A warehouse** is liable for damages caused by failure to
 59 comply with the requirements for sale under this section and, in case of willful violation, is liable
 60 for conversion.

400.7-301. ~~[(1)]~~ **(a)** A consignee of a nonnegotiable bill ~~[who]~~ **of lading which** has
 2 given value in good faith, or a holder to ~~[whom]~~ **which** a negotiable bill has been duly
 3 negotiated, relying ~~[in either case]~~ upon the description ~~[therein]~~ of the goods~~;~~ **in the bill** or
 4 upon the date ~~[therein]~~ shown **in the bill**, may recover from the issuer damages caused by the
 5 misdating of the bill or the nonreceipt or misdescription of the goods, except to the extent that
 6 the ~~[document]~~ **bill** indicates that the issuer does not know whether any part or all of the goods
 7 in fact were received or conform to the description, **such as** ~~[where]~~ **in a case in which** the
 8 description is in terms of marks or labels or kind, quantity, or condition or the receipt or
 9 description is qualified by "contents or condition of contents of packages unknown", "said to
 10 contain", "shipper's weight, load, and count", or ~~[the like]~~ **words of similar import**, if ~~[such]~~
 11 **that** indication ~~[be]~~ **is** true.

12 ~~[(2) When]~~ **(b) If** goods are loaded by ~~[an]~~ **the** issuer ~~[who is a common carrier,]~~ **of a**
 13 **bill of lading:**

14 **(1)** the issuer ~~[must]~~ **shall** count the packages of goods if ~~[package freight]~~ **shipped in**
 15 **packages** and ascertain the kind and quantity if **shipped in** bulk ~~[freight. In such cases]~~ ; **and**

16 **(2) words such as** "shipper's weight, load, and count" or ~~[other]~~ **words of similar**
 17 **import** indicating that the description was made by the shipper are ineffective except as to
 18 ~~[freight]~~ **goods** concealed ~~[by]~~ **in** packages.

19 ~~[(3) When]~~ **(c) If** bulk ~~[freight is]~~ **goods are** loaded by a shipper ~~[who]~~ **that** makes
 20 available to the issuer **of a bill of lading** adequate facilities for weighing ~~[such freight, an]~~ **those**
 21 **goods, the** issuer ~~[who is a common carrier must]~~ **shall** ascertain the kind and quantity within
 22 a reasonable time after receiving the ~~[written]~~ **shipper's** request ~~[of the shipper]~~ **in a record** to
 23 do so. In ~~[such cases]~~ **that case,** "shipper's weight" or ~~[other]~~ **words of** ~~[like purpose]~~ **similar**
 24 **import** are ineffective.

25 ~~[(4)]~~ (d) The issuer ~~[may]~~ **of a bill of lading**, by ~~[inserting]~~ **including** in the bill the
 26 words "shipper's weight, load, and count" or ~~[other]~~ words of ~~[like purport]~~ **similar import, may**
 27 indicate that the goods were loaded by the shipper~~;~~, and, if ~~[such]~~ **that** statement ~~[be]~~ **is** true,
 28 the issuer ~~[shall]~~ **is** not ~~[be]~~ liable for damages caused by the improper loading. ~~[But their]~~
 29 **However, omission of such words** does not imply liability for ~~[such]~~ damages **caused by**
 30 **improper loading.**

31 ~~[(5) The]~~ (e) A shipper ~~[shall be deemed to have guaranteed]~~ **guarantees** to ~~[the]~~ **an**
 32 issuer the accuracy at the time of shipment of the description, marks, labels, number, kind,
 33 quantity, condition, and weight, as furnished by ~~[him;]~~ **the shipper**, and the shipper shall
 34 indemnify the issuer against damage caused by inaccuracies in ~~[such]~~ **those** particulars. ~~[The]~~
 35 **This** right of ~~[the issuer to such]~~ indemnity ~~[shall in no way]~~ **does not** limit ~~[his]~~ **the issuer's**
 36 responsibility ~~[and]~~ **or** liability under the contract of carriage to any person other than the
 37 shipper.

 400.7-302. ~~[(1)]~~ (a) The issuer of a through bill of lading, or other document **of title**
 2 embodying an undertaking to be performed in part by ~~[persons]~~ **a person** acting as its ~~[agents]~~
 3 **agent** or by ~~[connecting carriers]~~ **a performing carrier**, is liable to ~~[anyone]~~ **any person** entitled
 4 to recover on the **bill or other** document for any breach by ~~[such]~~ **the other [persons] person** or
 5 ~~[by a connecting]~~ **the performing** carrier of its obligation under the ~~[document but]~~ **bill or other**
 6 **document. However,** to the extent that the **bill or other document** covers an undertaking to
 7 be performed overseas or in territory not contiguous to the continental United States or an
 8 undertaking including matters other than transportation, this liability **for breach by the other**
 9 **person or the performing carrier** may be varied by agreement of the parties.

10 ~~[(2) Where]~~ (b) **If** goods covered by a through bill of lading or other document **of title**
 11 embodying an undertaking to be performed in part by ~~[persons]~~ **a person** other than the issuer
 12 are received by ~~[any such]~~ **that person, [he] the person** is subject, with respect to ~~[his]~~ **its** own
 13 performance while the goods are in ~~[his]~~ **its** possession, to the obligation of the issuer. ~~[His]~~ **The**
 14 **person's** obligation is discharged by delivery of the goods to another ~~[such]~~ person pursuant to
 15 the **bill or other** document~~;~~ and does not include liability for breach by any other ~~[such~~
 16 ~~persons]~~ **person** or by the issuer.

17 ~~[(3)]~~ (c) The issuer of ~~[such]~~ **a** through bill of lading or other document ~~[shall be]~~ **of title**
 18 **described in subsection (a)** is entitled to recover from the ~~[connecting]~~ **performing** carrier, or
 19 ~~[such]~~ other person in possession of the goods when the breach of the obligation under the **bill**
 20 **or other** document occurred~~;~~ :

21 (1) the amount it may be required to pay to ~~[anyone]~~ **any person** entitled to recover on
 22 the **bill or other** document ~~[therefor]~~ **for the breach**, as may be evidenced by any receipt,
 23 judgment, or transcript ~~[thereof,]~~ **of judgment;** and

24 (2) the amount of any expense reasonably incurred by ~~it~~ **the issuer** in defending any
25 action ~~brought~~ **commenced** by ~~anyone~~ **any person** entitled to recover on the **bill or other**
26 document ~~therefor~~ **for the breach.**

400.7-303. ~~(1)~~ (a) Unless the bill of lading otherwise provides, ~~the~~ **a carrier** may
2 deliver the goods to a person or destination other than that stated in the bill or may otherwise
3 dispose of the goods, **without liability for misdelivery**, on instructions from:

4 ~~(a)~~ (1) the holder of a negotiable bill; ~~or~~

5 ~~(b)~~ (2) the consignor on a nonnegotiable bill ~~notwithstanding~~ , **even if the consignee**
6 **has given** contrary instructions ~~from the consignee~~; ~~or~~

7 ~~(c)~~ (3) the consignee on a nonnegotiable bill in the absence of contrary instructions
8 from the consignor, if the goods have arrived at the billed destination or if the consignee is in
9 possession of the **tangible bill or in control of the electronic bill**; or

10 ~~(d)~~ (4) the consignee on a nonnegotiable bill, if ~~he~~ **the consignee** is entitled as against
11 the consignor to dispose of ~~them~~ **the goods.**

12 ~~(2)~~ (b) Unless ~~such~~ instructions **described in subsection (a)** are ~~noted on~~ **included**
13 **in a negotiable bill of lading**, a person to ~~whom~~ **which** the bill is duly negotiated ~~can~~ **may**
14 hold the bailee according to the original terms.

400.7-304. ~~(1)~~ (a) Except ~~where~~ as customary in ~~overseas~~ **international**
2 transportation, a **tangible bill of lading** ~~must~~ **may not** be issued in a set of parts. The issuer is
3 liable for damages caused by violation of this subsection.

4 ~~(2) Where~~ (b) **If a tangible bill of lading is lawfully** ~~drawn~~ **issued** in a set of parts,
5 each of which ~~is numbered~~ **contains an identification code** and is expressed to be valid only
6 if the goods have not been delivered against any other part, the whole of the parts ~~constitute~~
7 **constitutes** one bill.

8 ~~(3) Where~~ (c) **If a tangible negotiable bill of lading is lawfully issued** in a set of parts
9 and different parts are negotiated to different persons, the title of the holder to ~~whom~~ **which**
10 the first due negotiation is made prevails as to both the document **of title** and the goods even
11 ~~though~~ **if** any later holder may have received the goods from the carrier in good faith and
12 discharged the carrier's obligation by ~~surrender of his~~ **surrendering its** part.

13 ~~(4) Any~~ (d) A person ~~who~~ **that** negotiates or transfers a single part of a **tangible bill**
14 of lading ~~drawn~~ **issued** in a set is liable to holders of that part as if it were the whole set.

15 ~~(5)~~ (e) The bailee ~~is obliged to~~ **shall** deliver in accordance with part 4 of this article
16 against the first presented part of a **tangible bill of lading lawfully** ~~drawn~~ **issued** in a set.
17 ~~Such~~ Delivery **in this manner** discharges the bailee's obligation on the whole bill.

400.7-305. ~~[(1)]~~ **(a)** Instead of issuing a bill of lading to the consignor at the place of shipment, a carrier ~~[may]~~, at the request of the consignor, **may** procure the bill to be issued at destination or at any other place designated in the request.

~~[(2)]~~ **(b)** Upon request of ~~[anyone]~~ **any person** entitled as against ~~[the]~~ **a carrier** to control the goods while in transit and on surrender of **possession or control of** any outstanding bill of lading or other receipt covering ~~[such]~~ **the goods**, the issuer, **subject to section 400.7-105**, may procure a substitute bill to be issued at any place designated in the request.

400.7-307. ~~[(1)]~~ **(a)** A carrier has a lien on the goods covered by a bill of lading **or on the proceeds thereof in its possession** for charges ~~[subsequent to]~~ **after** the date of ~~[its]~~ **the carrier's** receipt of the goods for storage or transportation ~~[(], including demurrage and terminal charges[)]~~, and for expenses necessary for preservation of the goods incident to their transportation or reasonably incurred in their sale pursuant to law. ~~[But]~~ **However**, against a purchaser for value of a negotiable bill of lading, a carrier's lien is limited to charges stated in the bill or the applicable tariffs~~[;]~~ or, if no charges are stated ~~[then to]~~, a reasonable charge.

~~[(2)]~~ **(b)** A lien for charges and expenses under subsection ~~[(1)]~~ **(a)** on goods ~~[which]~~ **that** the carrier was required by law to receive for transportation is effective against the consignor or any person entitled to the goods unless the carrier had notice that the consignor lacked authority to subject the goods to ~~[such]~~ **those** charges and expenses. Any other lien under subsection ~~[(1)]~~ **(a)** is effective against the consignor and any person ~~[who]~~ **that** permitted the bailor to have control or possession of the goods unless the carrier had notice that the bailor lacked ~~[such]~~ authority.

~~[(3)]~~ **(c)** A carrier loses ~~[his]~~ **its** lien on any goods ~~[which he]~~ **that it** voluntarily delivers or ~~[which he]~~ unjustifiably refuses to deliver.

400.7-308. ~~[(1)]~~ **(a)** A carrier's lien **on goods** may be enforced by public or private sale of the goods, in ~~[blœ]~~ **bulk** or in ~~[pareels]~~ **packages**, at any time or place and on any terms ~~[which]~~ **that** are commercially reasonable, after notifying all persons known to claim an interest in the goods. ~~[Such]~~ **The** notification ~~[must]~~ **shall** include a statement of the amount due, the nature of the proposed sale, and the time and place of any public sale. The fact that a better price could have been obtained by a sale at a different time or in a ~~[different]~~ method **different** from that selected by the carrier is not of itself sufficient to establish that the sale was not made in a commercially reasonable manner. ~~[If]~~ The carrier ~~[either]~~ **sells goods in a commercially reasonable manner if the carrier** sells the goods in the usual manner in any recognized market ~~[therefor or if he]~~ **therefor**, sells at the price current in ~~[such]~~ **that** market at the time of ~~[his]~~ **the** sale, or ~~[if he has]~~ otherwise ~~[sold]~~ **sells** in conformity with commercially reasonable practices among dealers in the type of goods sold ~~[he has sold in a commercially reasonable manner]~~. A

13 sale of more goods than apparently necessary to be offered to ~~[insure]~~ **ensure** satisfaction of the
14 obligation is not commercially reasonable, except in cases covered by the preceding sentence.

15 ~~[(2)]~~ **(b)** Before any sale pursuant to this section, any person claiming a right in the goods
16 may pay the amount necessary to satisfy the lien and the reasonable expenses incurred ~~[under]~~
17 **in complying with** this section. In that event, the goods ~~[must]~~ **shall** not be sold~~;~~ but ~~[must]~~
18 **shall** be retained by the carrier, subject to the terms of the bill **of lading** and this article.

19 ~~[(3)-The]~~ **(c)** A carrier may buy at any public sale pursuant to this section.

20 ~~[(4)]~~ **(d)** A purchaser in good faith of goods sold to enforce a carrier's lien takes the
21 goods free of any rights of persons against ~~[whom]~~ **which** the lien was valid, despite **the**
22 **carrier's** noncompliance ~~[by the carrier]~~ with ~~[the requirements of]~~ this section.

23 ~~[(5)-The]~~ **(e)** A carrier may satisfy ~~[his]~~ **its** lien from the proceeds of any sale pursuant
24 to this section but ~~[must]~~ **shall** hold the balance, if any, for delivery on demand to any person to
25 ~~[whom he]~~ **which the carrier** would have been bound to deliver the goods.

26 ~~[(6)]~~ **(f)** The rights provided by this section ~~[shall be]~~ **are** in addition to all other rights
27 allowed by law to a creditor against ~~[his]~~ **a** debtor.

28 ~~[(7)]~~ **(g)** A carrier's lien may be enforced ~~[in accordance with]~~ **pursuant to** either
29 subsection ~~[(1)]~~ **(a)** or the procedure set forth in ~~[subsection (2) of]~~ section ~~[400.7-210]~~ **400.7-**
30 **210(b)**.

31 ~~[(8)-The]~~ **(h)** A carrier is liable for damages caused by failure to comply with the
32 requirements for sale under this section and, in case of willful violation, is liable for conversion.

400.7-309. ~~[(1)]~~ **(a)** A carrier ~~[who]~~ **that** issues a bill of lading, whether negotiable or
2 nonnegotiable ~~[must]~~ , **shall** exercise the degree of care in relation to the goods which a
3 reasonably careful ~~[man]~~ **person** would exercise under ~~[like]~~ **similar** circumstances. This
4 subsection does not ~~[repeal or change]~~ **affect** any ~~[law]~~ **statute, regulation,** or rule of law
5 ~~[which]~~ **that** imposes liability upon a common carrier for damages not caused by its negligence.

6 ~~[(2)]~~ **(b)** Damages may be limited by a ~~[provision]~~ **term in the bill of lading or in a**
7 **transportation agreement** that the carrier's liability ~~[shall]~~ **may** not exceed a value stated in the
8 ~~[document]~~ **bill or transportation agreement** if the carrier's rates are dependent upon value and
9 the consignor ~~[by the carrier's tariff]~~ is afforded an opportunity to declare a higher value ~~[or a~~
10 ~~value as lawfully provided in the tariff, or where no tariff is filed he]~~ **and the consignor** is
11 ~~[otherwise]~~ advised of ~~[such]~~ **the** opportunity~~;~~ ~~but no]~~ . **However,** such **a** limitation is **not**
12 effective with respect to the carrier's liability for conversion to its own use.

13 ~~[(3)]~~ **(c)** Reasonable provisions as to the time and manner of presenting claims and
14 ~~[instituting]~~ **commencing** actions based on the shipment may be included in a bill of lading or
15 ~~[tariff]~~ **a transportation agreement**.

400.7-401. The obligations imposed by this article on an issuer apply to a document of
 2 title ~~[regardless of the fact that~~
 3 ~~——(a)] even if:~~
 4 **(1)** the document ~~[may]~~ **does** not comply with the requirements of this article or of any
 5 other ~~[law]~~ **statute, rule,** or regulation regarding its ~~[issue]~~ **issuance,** form, or content; ~~[or~~
 6 ~~——(b)] (2)~~ the issuer ~~[may have]~~ violated laws regulating the conduct of ~~[his]~~ **its** business;
 7 ~~[or~~
 8 ~~——(c)] (3)~~ the goods covered by the document were owned by the bailee ~~[at the time]~~ **when**
 9 the document was issued; or
 10 ~~[(d)] (4)~~ the person issuing the document ~~[does]~~ **is** not ~~[come within the definition of~~
 11 ~~warehouseman]~~ **a warehouse** ~~[if it]~~ **but the document** purports to be a warehouse receipt.

400.7-402. ~~[Neither]~~ A duplicate ~~[nor]~~ **or** any other document of title purporting to cover
 2 goods already represented by an outstanding document of the same issuer ~~[confers]~~ **does not**
 3 **confer** any right in the goods, except as provided in the case of **tangible bills of lading** in a set
 4 **of parts,** overissue of documents for fungible goods ~~[and]~~ , substitutes for lost, stolen, or
 5 destroyed documents, **or substitute documents issued pursuant to section 400.7-105.** ~~[But]~~
 6 The issuer is liable for damages caused by ~~[his]~~ **its** overissue or failure to identify a duplicate
 7 document ~~[as such]~~ by a conspicuous notation ~~[on its face]~~.

400.7-403. ~~[(1) The]~~ **(a)** A bailee ~~[must]~~ **shall** deliver the goods to a person entitled
 2 under ~~[the]~~ **a document** ~~[who]~~ **of title if the person** complies with subsections ~~[(2)]~~ **(b)** and ~~[(3)]~~
 3 **(c) of this section,** unless and to the extent that the bailee establishes any of the following:
 4 ~~[(a)]~~ **(1)** delivery of the goods to a person whose receipt was rightful as against the
 5 claimant;
 6 ~~[(b)]~~ **(2)** damage to or delay, loss, or destruction of the goods for which the bailee is not
 7 liable;
 8 ~~[(c)]~~ **(3)** previous sale or other disposition of the goods in lawful enforcement of a lien
 9 or on ~~[warehouseman's]~~ **a warehouse's** lawful termination of storage;
 10 ~~[(d)]~~ **(4)** the exercise by a seller of ~~[his]~~ **its** right to stop delivery pursuant to ~~[the~~
 11 ~~provisions of the article on sales (]~~ section 400.2-705 ~~)]~~ **or by a lessor of its right to stop**
 12 **delivery pursuant to section 400.2A-526;**
 13 ~~[(e)]~~ **(5)** a diversion, reconignment, or other disposition pursuant to ~~[the provisions of~~
 14 ~~this article (]~~ section 400.7-303 ~~)]~~ **or tariff regulating such right];**
 15 ~~[(f)]~~ **(6)** release, satisfaction, or any other ~~[fact affording a]~~ personal defense against the
 16 claimant; **or**
 17 ~~[(g)]~~ **(7)** any other lawful excuse.

18 ~~[(2)]~~ **(b)** A person claiming goods covered by a document of title ~~[must]~~ **shall** satisfy the
 19 bailee's lien ~~[where]~~ **if** the bailee so requests or ~~[where]~~ **if** the bailee is prohibited by law from
 20 delivering the goods until the charges are paid.

21 ~~[(3)]~~ **(c)** Unless ~~[the]~~ **a** person claiming **the goods** is ~~[one]~~ **a person** against ~~[whom]~~
 22 **which** the document ~~[confers no]~~ **of title does not confer a right under subsection (a) of section**
 23 ~~[400.7-503(1), he must]~~ **400.7-503:**

24 **(1) the person claiming under a document shall** surrender ~~[for cancellation or~~
 25 ~~notation]~~ **possession or control** of ~~[partial deliveries]~~ any outstanding negotiable document
 26 covering the goods~~;~~ **for cancellation or indication of partial deliveries;** and

27 **(2)** the bailee ~~[must]~~ **shall** cancel the document or conspicuously ~~[note]~~ **indicate in the**
 28 **document** the partial delivery ~~[thereon]~~ or ~~[be]~~ **the bailee is** liable to any person to ~~[whom]~~
 29 **which** the document is duly negotiated.

30 ~~[(4)]~~ **"Person entitled under the document"** means holder in the case of a negotiable
 31 document, or the person to whom delivery is to be made by the terms of or pursuant to written
 32 instructions under a nonnegotiable document.]

 400.7-404. A bailee ~~[who]~~ **that** in good faith ~~[including observance of reasonable~~
 2 ~~commercial standards]~~ has received goods and delivered or otherwise disposed of ~~[them]~~ **the**
 3 **goods** according to the terms of ~~[the]~~ **a** document of title or pursuant to this article is not liable
 4 ~~[therefor. This rule applies]~~ **for the goods** even ~~[though]~~ **if:**

5 **(1)** the person from ~~[whom he]~~ **which the bailee** received the goods ~~[had no]~~ **did not**
 6 **have** authority to procure the document or to dispose of the goods ~~[and even though]~~ ; or

7 **(2)** the person to ~~[whom he]~~ **which the bailee** delivered the goods ~~[had no]~~ **did not have**
 8 authority to receive ~~[them]~~ **the goods.**

 400.7-501. ~~[(1)]~~ **(a)** **The following rules apply to** a negotiable **tangible** document of
 2 title ~~[running]~~ :

3 **(1) If the document's original terms run** to the order of a named person, **the document**
 4 is negotiated by ~~[his endorsement]~~ **the named person's indorsement** and delivery. After ~~[his~~
 5 ~~endorsement]~~ **the named person's indorsement** in blank or to bearer, any person ~~[can]~~ **may**
 6 negotiate ~~[it]~~ **the document** by delivery alone.

7 ~~[(a)]~~ **(a)** ~~[A negotiable document of title]~~ **If the document's original terms run to**
 8 **bearer, it is [also]** negotiated by delivery alone ~~[when by its original terms it runs to bearer].~~

9 ~~[(b)]~~ **(b)** ~~[When a document running]~~ **(3) If the document's original terms run** to the order
 10 of a named person **and it** is delivered to ~~[him]~~ **the named person**, the effect is the same as if the
 11 document had been negotiated.

12 ~~[(3)]~~ (4) Negotiation of ~~[a negotiable]~~ **the document** ~~[of title]~~ after it has been ~~[endorsed]~~
 13 **indorsed** to a ~~[specified]~~ **named** person requires ~~[endorsement]~~ **indorsement** by the ~~[special~~
 14 ~~endorsee as well as]~~ **named person and** delivery.

15 ~~[(4)]~~ (5) A ~~[negotiable]~~ document ~~[of title]~~ is ~~["duly negotiated["~~~~when]~~ **if** it is
 16 negotiated in the manner stated in this ~~[section]~~ **subsection** to a holder ~~[who]~~ **that** purchases it
 17 in good faith, without notice of any defense against or claim to it on the part of any person, and
 18 for value, unless it is established that the negotiation is not in the regular course of business or
 19 financing or involves receiving the document in settlement or payment of a ~~[money]~~ **monetary**
 20 obligation.

21 ~~[(5) Endorsement]~~ (b) **The following rules apply to a negotiable electronic document**
 22 **of title:**

23 (1) **If the document's original terms run to the order of a named person or to**
 24 **bearer, the document is negotiated by delivery of the document to another person.**
 25 **Indorsement by the named person is not required to negotiate the document.**

26 (2) **If the document's original terms run to the order of a named person and the**
 27 **named person has control of the document, the effect is the same as if the document had**
 28 **been negotiated.**

29 (3) **A document is duly negotiated if it is negotiated in the manner stated in this**
 30 **subsection to a holder that purchases it in good faith, without notice of any defense against**
 31 **or claim to it on the part of any person, and for value, unless it is established that the**
 32 **negotiation is not in the regular course of business or financing or involves taking delivery**
 33 **of the document in settlement or payment of a monetary obligation.**

34 (c) **Indorsement** of a nonnegotiable document **of title** neither makes it negotiable nor
 35 adds to the transferee's rights.

36 ~~[(6)]~~ (d) The naming in a negotiable bill **of lading** of a person to be notified of the
 37 arrival of the goods does not limit the negotiability of the bill ~~[nor]~~ **or** constitute notice to a
 38 purchaser ~~[thereof]~~ **of the bill** of any interest of ~~[such]~~ **that** person in the goods.

400.7-502. ~~[(1)]~~ (a) Subject to ~~[the following section and to the provisions of section]~~
 2 **sections 400.7-205** ~~[on fungible goods]~~ **and 400.7-503**, a holder to ~~[whom]~~ **which** a negotiable
 3 document of title has been duly negotiated acquires thereby:

4 ~~[(a)]~~ (1) title to the document;

5 ~~[(b)]~~ (2) title to the goods;

6 ~~[(e)]~~ (3) all rights accruing under the law of agency or estoppel, including rights to goods
 7 delivered to the bailee after the document was issued; and

8 ~~[(d)]~~ (4) the direct obligation of the issuer to hold or deliver the goods according to the
 9 terms of the document free of any defense or claim by ~~[him]~~ **the issuer** except those arising

10 under the terms of the document or under this article[-] , **but** in the case of a delivery order, the
 11 bailee's obligation accrues only upon **the bailee's acceptance of the delivery order** and the
 12 obligation acquired by the holder is that the issuer and any [~~endorser~~] **indorser** will procure the
 13 acceptance of the bailee.

14 ~~[(2)]~~ **(b)** Subject to [~~the following~~] section **400.7-503**, title and rights [~~so~~] **acquired by**
 15 **due negotiation** are not defeated by any stoppage of the goods represented by the document of
 16 **title** or by surrender of [~~such~~] **the goods** by the bailee[-] and are not impaired even [~~though~~] **if:**

17 **(1)** the **due** negotiation or any prior **due** negotiation constituted a breach of duty [~~or even~~
 18 ~~though~~] ;

19 **(2)** any person has been deprived of possession of [~~the~~] **a negotiable tangible document**
 20 **or control of a negotiable electronic** document by misrepresentation, fraud, accident, mistake,
 21 duress, loss, theft, or conversion[-] ; or [~~even though~~]

22 **(3)** a previous sale or other transfer of the goods or document has been made to a third
 23 person.

400.7-503. [~~(1)~~] **(a)** A document of title confers no right in goods against a person [~~who~~]
 2 **that** before issuance of the document had a legal interest or a perfected security interest in [~~them~~]
 3 **the goods** and [~~who neither~~

4 ~~——(a) delivered~~] **that did not:**

5 **(1)** **deliver** or [~~entrusted them~~] **entrust the goods** or any document of title covering
 6 [~~them~~] **the goods** to the bailor or [~~his or her~~] **the bailor's** nominee with:

7 **(A)** actual or apparent authority to ship, store, or sell [~~or with~~] ;

8 **(B)** power to obtain delivery under [~~this article (section 400.7-403)]~~] ; or [~~with~~]

9 **(C)** power of disposition under [~~this chapter (sections)~~] **section 400.2-403** [~~and~~] ,
 10 **400.2A-304(2), 400.2A-305(2), 400.9-320[-]** , or **400.9-321(c)** or other statute or rule of law;
 11 [~~nor~~

12 ~~——(b) acquiesced~~] **or**

13 **(2)** **acquiesce** in the procurement by the bailor or [~~his or her~~] **its** nominee of any
 14 document [~~of title~~].

15 ~~[(2)]~~ **(b)** Title to goods based upon an unaccepted delivery order is subject to the rights
 16 of [~~anyone~~] **any person** to [~~whom~~] **which** a negotiable warehouse receipt or bill of lading
 17 covering the goods has been duly negotiated. [~~Such a~~] **That** title may be defeated under section
 18 400.7-504 to the same extent as the rights of the issuer or a transferee from the issuer.

19 ~~[(3)]~~ **(c)** Title to goods based upon a bill of lading issued to a freight forwarder is subject
 20 to the rights of [~~anyone~~] **any person** to [~~whom~~] **which** a bill issued by the freight forwarder is
 21 duly negotiated [~~but~~] . **However**, delivery by the carrier in accordance with part 4 of this article
 22 pursuant to its own bill of lading discharges the carrier's obligation to deliver.

400.7-504. ~~[(1)]~~ **(a)** A transferee of a document **of title**, whether negotiable or
 2 nonnegotiable, to ~~[whom]~~ **which** the document has been delivered but not duly negotiated,
 3 acquires the title and rights ~~[which his]~~ **that its** transferor had or had actual authority to convey.

~~[(2)]~~ **(b)** In the case of a **transfer of a** nonnegotiable document **of title**, until but not after
 5 the bailee receives ~~[notification]~~ **notice** of the transfer, the rights of the transferee may be
 6 defeated:

~~[(a)]~~ **(1)** by those creditors of the transferor ~~[who]~~ **which** could treat the ~~[sale]~~ **transfer**
 8 as void under section 400.2-402 **or 400.2A-308**; ~~or~~

9 ~~———(b)]~~ **(2)** by a buyer from the transferor in ordinary course of business if the bailee has
 10 delivered the goods to the buyer or received notification of ~~[his]~~ **the buyer's** rights;

11 **(3)** by a lessee from the transferor in ordinary course of business if the bailee has
 12 **delivered the goods to the lessee or received notification of the lessee's rights**; or

13 ~~[(e)]~~ **(4)** as against the bailee, by good-faith dealings of the bailee with the transferor.

14 ~~[(3)]~~ **(c)** A diversion or other change of shipping instructions by the consignor in a
 15 nonnegotiable bill of lading which causes the bailee not to deliver **the goods** to the consignee
 16 defeats the consignee's title to the goods if ~~[they]~~ **the goods** have been delivered to a buyer in
 17 ordinary course of business **or a lessee in ordinary course of business** and, in any event, defeats
 18 the consignee's rights against the bailee.

19 ~~[(4)]~~ **(d)** Delivery **of the goods** pursuant to a nonnegotiable document **of title** may be
 20 stopped by a seller under section 400.2-705 **or a lessor under section 400.2A-526**, ~~[and]~~ subject
 21 to the ~~[requirement]~~ **requirements** of due notification ~~[there provided]~~ **in those sections**. A
 22 bailee ~~[honoring]~~ **that honors** the seller's **or lessor's** instructions is entitled to be indemnified
 23 by the seller **or lessor** against any resulting loss or expense.

400.7-505. The ~~[endorsement]~~ **indorsement** of a **tangible** document of title issued by
 2 a bailee does not make the ~~[endorser]~~ **indorser** liable for any default by the bailee or ~~[by]~~
 3 previous ~~[endorsers]~~ **indorsers**.

400.7-506. The transferee of a negotiable **tangible** document of title has a specifically
 2 enforceable right to have ~~[his]~~ **its** transferor supply any necessary ~~[endorsement]~~ **indorsement**,
 3 but the transfer becomes a negotiation only as of the time the ~~[endorsement]~~ **indorsement** is
 4 supplied.

400.7-507. ~~[Where]~~ **If** a person negotiates or ~~[transfers]~~ **delivers** a document of title for
 2 value, otherwise than as a mere intermediary under section 400.7-508, ~~[then]~~ unless otherwise
 3 agreed ~~[he]~~ , **the transferor, in addition to any warranty made in selling or leasing the**
 4 **goods**, warrants to ~~[his]~~ **its** immediate purchaser only ~~[in addition to any warranty made in~~
 5 ~~selling the goods~~

6 ~~———(a)]~~ that:

7 (1) the document is genuine; ~~and~~
 8 ~~——(b) that he has no~~ (2) **the transferor does not have** knowledge of any fact ~~[which] that~~
 9 would impair ~~[its] the document's~~ validity or worth; and
 10 ~~[(e) that his]~~ (3) **the negotiation or [transfer] delivery** is rightful and fully effective with
 11 respect to the title to the document and the goods it represents.

400.7-508. A collecting bank or other intermediary known to be entrusted with
 2 documents **of title** on behalf of another or with collection of a draft or other claim against
 3 delivery of documents warrants by ~~[such] the~~ delivery of the documents only its own good faith
 4 and authority~~[- This rule applies] even [though] if the collecting bank or other~~ intermediary has
 5 purchased or made advances against the claim or draft to be collected.

400.7-509. ~~[The question]~~ Whether a document **of title** is adequate to fulfill the
 2 obligations of a contract for sale, **a contract for lease**, or the conditions of a **letter of credit** is
 3 ~~[governed] determined~~ by ~~[the articles on sales (] article 2 [) and on letters of credit (article] ,~~
 4 **2A, or 5]**.

400.7-601. ~~[(1)] (a)~~ If a document ~~[has been] of title is~~ lost, stolen, or destroyed, a court
 2 may order delivery of the goods or issuance of a substitute document and the bailee may without
 3 liability to any person comply with ~~[such] the~~ order. If the document was negotiable ~~[the~~
 4 ~~claimant must post] , a court shall not order delivery of the goods or issuance of a substitute~~
 5 **document without the claimant's posting** security ~~[approved by the court to indemnify] unless~~
 6 **it finds that** any person ~~[who] that~~ may suffer loss as a result of nonsurrender of **possession or**
 7 **control of** the document **is adequately protected against the loss**. If the document was ~~[not~~
 8 ~~negotiable] nonnegotiable~~, ~~[such security may be required at the discretion of]~~ the court **may**
 9 **require security**. The court may also ~~[in its discretion]~~ order payment of the bailee's reasonable
 10 costs and ~~[counsel] attorney's fees in any action under this subsection~~.

~~[(2)] (b)~~ A bailee ~~[who] that~~, without a court order, delivers goods to a person claiming
 12 under a missing negotiable document **of title** is liable to any person injured thereby~~[-and] .~~ If
 13 the delivery is not in good faith ~~[becomes] , the bailee is~~ liable for conversion. Delivery in good
 14 faith is not conversion ~~[if made in accordance with a filed classification or tariff or, where no~~
 15 ~~classification or tariff is filed,]~~ if the claimant posts security with the bailee in an amount at least
 16 double the value of the goods at the time of posting to indemnify any person injured by the
 17 delivery ~~[who] which~~ files a notice of claim within one year after the delivery.

400.7-602. ~~[Except where the]~~ **Unless a document of title** was originally issued upon
 2 delivery of the goods by a person ~~[who had no] that did not have~~ power to dispose of them, ~~[no]~~
 3 **a lien [attaches] does not attach** by virtue of any judicial process to goods in the possession of
 4 a bailee for which a negotiable document of title is outstanding unless **possession or control of**
 5 the document ~~[be] is~~ first surrendered to the bailee or ~~[its] the document's~~ negotiation is

6 enjoined~~[,] and~~]. The bailee shall not be compelled to deliver the goods pursuant to process until
7 **possession or control** of the document is surrendered to ~~[him]~~ **the bailee** or ~~[impounded by]~~ **to**
8 the court. ~~[One who purchases]~~ **A purchaser** of the document for value without notice of the
9 process or injunction takes free of the lien imposed by judicial process.

400.7-603. If more than one person claims title **to** or possession of the goods, the bailee
2 is excused from delivery until ~~[he]~~ **the bailee** has ~~[had]~~ a reasonable time to ascertain the validity
3 of the adverse claims or to ~~[bring]~~ **commence** an action ~~[to compel all claimants to interplead~~
4 ~~and may compel such]~~ **for interpleader**. **The bailee may assert an** interpleader~~[,] either in~~
5 defending an action for nondelivery of the goods~~[,] or by original action[,] whichever is~~
6 ~~appropriate]~~.

400.7-703. This chapter applies to a document of title that is issued or a bailment
2 **that arises on or after the effective date of this chapter. This chapter does not apply to a**
3 **document of title that is issued or a bailment that arises before the effective date of this**
4 **chapter even if the document of title or bailment would be subject to this chapter if the**
5 **document of title had been issued or bailment had arisen on or after the effective date of**
6 **this chapter. This chapter does not apply to a right of action that has accrued before the**
7 **effective date of this chapter.**

400.7-704. A document of title issued or a bailment that arises before the effective
2 **date of this chapter and the rights, obligations, and interests flowing from that document**
3 **or bailment are governed by any statute or other rule amended or repealed by this chapter**
4 **as if amendment or repeal had not occurred and may be terminated, completed,**
5 **consummated, or enforced under that statute or other rule.**

400.9-501. (a) Except as otherwise provided in subsection (b), if the local law of this
2 state governs perfection of a security interest or agricultural lien, the office in which to file a
3 financing statement to perfect the security interest or agricultural lien is:

4 (1) The office designated for the filing or recording of a record of a mortgage on the
5 related real property, if:

6 (A) The collateral is as-extracted collateral or timber to be cut; or

7 (B) The financing statement is filed as a fixture filing and the collateral is goods that are
8 or are to become fixtures; or

9 (2) The office of the secretary of state in all other cases, including a case in which the
10 collateral is goods that are or are to become fixtures and the financing statement is not filed as
11 a fixture filing.

12 (b) The office in which to file a financing statement to perfect a security interest in
13 collateral, including fixtures, of a transmitting utility is the office of the secretary of state. The

14 financing statement also constitutes a fixture filing as to the collateral indicated in the financing
 15 statement which is or is to become fixtures.

16 ~~[(c) A person shall not knowingly or intentionally file, attempt to file, or record any
 17 document related to real property with a recorder of deeds under chapter 59 or a financing
 18 statement with the secretary of state under subdivision (2) of subsection (a) or subsection (b) of
 19 this section, with the intent that such document or statement be used to harass or defraud any
 20 other person or knowingly or intentionally file, attempt to file, or record such a document or
 21 statement that is materially false or fraudulent.]~~

22 ~~—— (1) A person who violates this subsection shall be guilty of a class E felony.]~~

23 ~~—— (2) If a person is convicted of a violation under this subsection, the court may order
 24 restitution.]~~

25 ~~—— (d) In the alternative to the provisions of sections 428.105 through 428.135, if a person
 26 files a false or fraudulent financing statement with the secretary of state under subdivision (2)
 27 of subsection (a) or subsection (b) of this section, a debtor named in that financing statement may
 28 file an action against the person that filed the financing statement seeking appropriate equitable
 29 relief, actual damages, or punitive damages, including, but not limited to, reasonable attorney
 30 fees.]~~

452.370. 1. Except as otherwise provided in subsection 6 of section 452.325, the
 2 provisions of any judgment respecting maintenance or support may be modified only upon a
 3 showing of changed circumstances so substantial and continuing as to make the terms
 4 unreasonable. **A responsive pleading shall be filed in response to any motion to modify a**
 5 **child support or maintenance judgment.** In a proceeding for modification of any child support
 6 or maintenance judgment, the court, in determining whether or not a substantial change in
 7 circumstances has occurred, shall consider all financial resources of both parties, including the
 8 extent to which the reasonable expenses of either party are, or should be, shared by a spouse or
 9 other person with whom he or she cohabits, and the earning capacity of a party who is not
 10 employed. If the application of the child support guidelines and criteria set forth in section
 11 452.340 and applicable supreme court rules to the financial circumstances of the parties would
 12 result in a change of child support from the existing amount by twenty percent or more, a prima
 13 facie showing has been made of a change of circumstances so substantial and continuing as to
 14 make the present terms unreasonable, if the existing amount was based upon the presumed
 15 amount pursuant to the child support guidelines.

16 2. When the party seeking modification has met the burden of proof set forth in
 17 subsection 1 of this section, the child support shall be determined in conformity with criteria set
 18 forth in section 452.340 and applicable supreme court rules.

19 3. Unless otherwise agreed in writing or expressly provided in the judgment, the
20 obligation to pay future statutory maintenance is terminated upon the death of either party or the
21 remarriage of the party receiving maintenance.

22 4. Unless otherwise agreed in writing or expressly provided in the judgment, provisions
23 for the support of a child are terminated by emancipation of the child. The parent entitled to
24 receive child support shall have the duty to notify the parent obligated to pay support of the
25 child's emancipation and failing to do so, the parent entitled to receive child support shall be
26 liable to the parent obligated to pay support for child support paid following emancipation of a
27 minor child, plus interest.

28 5. If a parent has made an assignment of support rights to the family support division on
29 behalf of the state as a condition of eligibility for benefits pursuant to the Temporary Assistance
30 for Needy Families program and either party initiates a motion to modify the support obligation
31 by reducing it, the state of Missouri shall be named as a party to the proceeding. The state shall
32 be served with a copy of the motion by sending it by certified mail to the director of the family
33 support division.

34 6. The court shall have continuing personal jurisdiction over both the obligee and the
35 obligor of a court order for child support or maintenance for the purpose of modifying such
36 order. Both obligee and obligor shall notify, in writing, the clerk of the court in which the
37 support or maintenance order was entered of any change of mailing address. If personal service
38 of the motion cannot be had in this state, the motion to modify and notice of hearing shall be
39 served outside the state as provided by supreme court rule 54.14. The order may be modified
40 only as to support or maintenance installments which accrued subsequent to the date of personal
41 service. For the purpose of 42 U.S.C. Section 666(a)(9)(C), the circuit clerk shall be considered
42 the appropriate agent to receive notice of the motion to modify for the obligee or the obligor, but
43 only in those instances in which personal service could not be had in this state.

44 7. If a responsive pleading raising the issues of custody or visitation is filed in response
45 to a motion to modify child support filed at the request of the family support division by a
46 prosecuting attorney or circuit attorney or an attorney under contract with the division, such
47 responsive pleading shall be severed upon request.

48 8. Notwithstanding any provision of this section which requires a showing of substantial
49 and continuing change in circumstances, in a IV-D case filed pursuant to this section by the
50 family support division as provided in section 454.400, the court shall modify a support order
51 in accordance with the guidelines and criteria set forth in supreme court rule 88.01 and any
52 regulations thereunder if the amount in the current order differs from the amount which would
53 be ordered in accordance with such guidelines or regulations.

452.747. 1. Any petition for modification of child custody decrees filed under the provisions of section 452.410 or sections 452.700 to 452.930 shall be verified and, if the original proceeding originated in the state of Missouri, shall be filed in that original case, but service shall be obtained and responsive pleadings ~~may~~ **shall** be filed as in any original proceeding.

2. Before making a decree under section 452.410 or sections 452.700 to 452.930, the litigants, any parent whose parental rights have not been previously terminated, and any person who has physical custody of the child shall be served in the manner provided by the rules of civil procedure and applicable court rules and ~~may~~ **shall** within thirty days after the date of service (forty-five days if service by publication) file a verified answer. If any such persons are outside this state, notice and opportunity to be heard shall be given under section 452.740.

454.500. 1. At any time after the entry of an order pursuant to sections 454.470 and 454.475, the obligated parent, the division, or the person or agency having custody of the dependent child may file a motion for modification with the director. Such motion shall be in writing, shall set forth the reasons for modification, and shall state the address of the moving party. The motion shall be served by the moving party in the manner provided for in subsection 5 of section 454.465 upon the obligated parent or the party holding the support rights, as appropriate. In addition, if the support rights are held by the family support division on behalf of the state, a true copy of the motion shall be mailed by the moving party by certified mail to the person having custody of the dependent child at the last known address of that person. **The obligated parent or the party holding the support rights shall file a pleading in response to the motion to modify.** A hearing on the motion shall then be provided in the same manner, and determinations shall be based on considerations set out in section 454.475, unless the party served fails to respond within thirty days, in which case the director may enter an order by default. If the child for whom the order applies is no longer in the custody of a person receiving public assistance or receiving support enforcement services from the department, or a division thereof, pursuant to section 454.425, the director may certify the matter for hearing to the circuit court in which the order was filed pursuant to section 454.490 in lieu of holding a hearing pursuant to section 454.475. If the director certifies the matter for hearing to the circuit court, service of the motion to modify shall be had in accordance with the provisions of subsection 5 of section 452.370. If the director does not certify the matter for hearing to the circuit court, service of the motion to modify shall be considered complete upon personal service, or on the date of mailing, if sent by certified mail. For the purpose of 42 U.S.C. Section 666(a)(9)(C), the director shall be considered the appropriate agent to receive the notice of the motion to modify for the obligee or the obligor, but only in those instances in which the matter is not certified to circuit court for hearing, and only when service of the motion is attempted on the obligee or obligor by certified mail.

27 2. A motion for modification made pursuant to this section shall not stay the director
28 from enforcing and collecting upon the existing order pending the modification proceeding
29 unless so ordered by the court.

30 3. Only payments accruing subsequent to the service of the motion for modification upon
31 all named parties to the motion may be modified. Modification may be granted only upon a
32 showing of a change of circumstances so substantial and continuing as to make the terms
33 unreasonable. In a proceeding for modification of any child support award, the director, in
34 determining whether or not a substantial change in circumstances has occurred, shall consider
35 all financial resources of both parties, including the extent to which the reasonable expenses of
36 either party are, or should be, shared by a spouse or other person with whom he or she cohabits,
37 and the earning capacity of a party who is not employed. If the application of the guidelines and
38 criteria set forth in supreme court rule 88.01 to the financial circumstances of the parties would
39 result in a change of child support from the existing amount by twenty percent or more, then a
40 prima facie showing has been made of a change of circumstances so substantial and continuing
41 as to make the present terms unreasonable.

42 4. If the division has entered an order under section 454.470 or 454.500, and an
43 additional child or children not the subject of the order are born to the parties, the division may,
44 following the filing of a motion to modify, service of process, and opportunity for a hearing
45 pursuant to this section, modify the underlying child support order to include a single child
46 support obligation for all children of the parties in conformity with the criteria set forth in
47 supreme court rule 88.01.

48 5. The circuit court may, upon such terms as may be just, relieve a parent from an
49 administrative order entered against that parent because of mistake, inadvertence, surprise, or
50 excusable neglect.

51 6. No order entered pursuant to section 454.476 shall be modifiable pursuant to this
52 section, except that an order entered pursuant to section 454.476 shall be amended by the director
53 to conform with any modification made by the court that entered the court order upon which the
54 director based his or her order.

55 7. When the party seeking modifications has met the burden of proof set forth in
56 subsection 3 of this section, then the child support shall be determined in conformity with the
57 criteria set forth in supreme court rule 88.01.

58 8. The last four digits of the Social Security number of the parents shall be recorded on
59 any order entered pursuant to this section. The full Social Security number of each party and
60 each child shall be retained in the manner required by section 509.520.

456.4-414. 1. After notice to the qualified beneficiaries, the trustee of a trust consisting
2 of trust property having a total value less than [~~one hundred thousand~~] **two hundred fifty**

3 **thousand** dollars may terminate the trust if the trustee concludes that the value of the trust
4 property is insufficient to justify the cost of administration.

5 2. The court may modify or terminate a trust or remove the trustee and appoint a
6 different trustee if it determines that the value of the trust property is insufficient to justify the
7 cost of administration.

8 3. Upon termination of a trust under this section, the trustee shall distribute the trust
9 property in a manner consistent with the purposes of the trust.

10 4. This section does not apply to an easement for conservation or preservation.

456.4-420. 1. If a trust instrument containing a no-contest clause is or has become
2 irrevocable, an interested person may file a petition to the court for an interlocutory
3 determination whether a particular motion, petition, or other claim for relief by the interested
4 person would trigger application of the no-contest clause or would otherwise trigger a forfeiture
5 that is enforceable under applicable law and public policy.

6 2. The petition described in subsection 1 of this section shall be verified under oath. The
7 petition may be filed by an interested person either as a separate judicial proceeding, or brought
8 with other claims for relief in a single judicial proceeding, all in the manner prescribed generally
9 for such proceedings under this chapter. If a petition is joined with other claims for relief, the
10 court shall enter its order or judgment on the petition before proceeding any further with any
11 other claim for relief joined therein. In ruling on such a petition, the court shall consider the text
12 of the clause, the context to the terms of the trust instrument as a whole, and in the context of the
13 verified factual allegations in the petition. No evidence beyond the pleadings and the trust
14 instrument shall be taken except as required to resolve an ambiguity in the no-contest clause.

15 3. An order or judgment determining a petition described in subsection 1 of this section
16 shall have the effect set forth in subsections 4 and 5 of this section, and shall be subject to appeal
17 as with other final judgments. If the order disposes of fewer than all claims for relief in a judicial
18 proceeding, that order is subject to interlocutory appeal in accordance with the applicable rules
19 for taking such an appeal. If an interlocutory appeal is taken, the court may stay the pending
20 judicial proceeding until final disposition of said appeal on such terms and conditions as the
21 court deems reasonable and proper under the circumstances. A final ruling on the applicability
22 of a no-contest clause shall not preclude any later filing and adjudication of other claims related
23 to the trust.

24 4. An order or judgment, in whole or in part, on a petition described in subsection 1 of
25 this section shall result in the no-contest clause being enforceable to the extent of the court's
26 ruling, and shall govern application of the no-contest clause to the extent that the interested
27 person then proceeds forward with the claims described therein. In the event such an
28 interlocutory order or judgment is vacated, reversed, or otherwise modified on appeal, no

29 interested person shall be prejudiced by any reliance, through action, inaction, or otherwise, on
30 the order or judgment prior to final disposition of the appeal.

31 5. An order or judgment shall have effect only as to the specific trust terms and factual
32 basis recited in the petition. If claims are later filed that are materially different than those upon
33 which the order or judgment is based, then to the extent such new claims are raised, the party in
34 whose favor the order or judgment was entered shall have no protection from enforcement of the
35 no-contest clause otherwise afforded by the order and judgment entered under this section.

36 6. For purposes of this section, a "no-contest clause" shall mean a provision in a trust
37 instrument purporting to rescind a donative transfer to, or a fiduciary appointment of, any person,
38 or that otherwise effects a forfeiture of some or all of an interested person's beneficial interest
39 in a trust estate as a result of some action taken by the beneficiary. This definition shall not be
40 construed in any way as determining whether a no-contest clause is enforceable under applicable
41 law and public policy in a particular factual situation. As used in this section, the term
42 "no-contest clause" shall also mean an "in terrorem clause".

43 7. A no-contest clause is not enforceable against an interested person in, but not limited
44 to, the following circumstances:

45 (1) Filing a motion, petition, or other claim for relief objecting to the jurisdiction or
46 venue of the court over a proceeding concerning a trust, or over any person joined, or attempted
47 to be joined, in such a proceeding;

48 (2) Filing a motion, petition, or other claim for relief concerning an accounting, report,
49 or notice that has or should have been made by a trustee, provided the interested person
50 otherwise has standing to do so under applicable law, including, but not limited to, section
51 456.6-603;

52 (3) Filing a motion, petition, or other claim for relief under chapter 475 concerning the
53 appointment of a guardian or conservator for the settlor;

54 (4) Filing a motion, petition, or other claim for relief under chapter 404 concerning the
55 settlor;

56 (5) Disclosure to any person of information concerning a trust instrument or that is
57 relevant to a proceeding before the court concerning the trust instrument or property of the trust
58 estate, unless such disclosure is otherwise prohibited by law;

59 (6) Filing a motion, pleading, or other claim for relief seeking approval of a nonjudicial
60 settlement agreement concerning a trust instrument, as set forth in section 456.1-111;

61 (7) **Filing a motion, pleading, or other claim for relief concerning a breach of trust**
62 **by a trustee including, but not limited to, a claim under section 456.10-1001. For purposes**
63 **of this subdivision, "breach of trust" means a trustee's violation of the terms of a trust**

64 **instrument, a violation of the trustee's general fiduciary obligations, or a trustee's violation**
 65 **of a duty that equity imposes on a trustee;**

66 **(8) Filing a motion, pleading, or other claim for relief concerning removal of a**
 67 **trustee including, but not limited to, a claim for removal under section 456.7-706;**

68 **(9) To the extent a petition under subsection 1 of this section is limited to the procedure**
 69 **and purpose described therein.**

70 **8. In any proceeding brought under this section, the court may award costs, expenses,**
 71 **and attorneys' fees to any party, as provided in section 456.10-1004.**

475.084. If a guardian has been appointed for a minor under the provisions of
 2 **subdivision (2) of subsection 4 of section 475.030, then a parent of the minor may petition**
 3 **the court for periods of visitation. The court may order visitation if visitation is in the best**
 4 **interest of the child.**

478.004. 1. As used in this section, "medication-assisted treatment" means the use
 2 **of pharmacological medications, in combination with counseling and behavioral therapies,**
 3 **to provide a whole patient approach to the treatment of substance use disorders.**

4 **2. If a drug court or veterans court participant requires treatment for opioid or**
 5 **other substance misuse or dependence, a drug court or veterans court shall not prohibit**
 6 **such participant from participating in and receiving medication-assisted treatment under**
 7 **the care of a physician licensed in this state to practice medicine. A drug court or veterans**
 8 **court participant shall not be required to refrain from using medication-assisted treatment**
 9 **as a term or condition of successful completion of the drug court program.**

10 **3. A drug court or veterans court participant assigned to a treatment program for**
 11 **opioid or other substance misuse or dependence shall not be in violation of the terms or**
 12 **conditions of the drug court or veterans court on the basis of his or her participation in**
 13 **medication-assisted treatment under the care of a physician licensed in this state to practice**
 14 **medicine.**

478.463. There shall be nineteen circuit judges in the sixteenth judicial circuit consisting
 2 **of the county of Jackson. These judges shall sit in nineteen divisions. Divisions one, three, four,**
 3 **six, seven, eight, nine, ten, eleven, ~~twelve,~~ thirteen, fourteen, fifteen, and eighteen shall sit at**
 4 **the city of Kansas City and divisions two, five, ~~twelve,~~ sixteen, and seventeen shall sit at the city**
 5 **of Independence. Division nineteen shall sit at both the city of Kansas City and the city of**
 6 **Independence. Notwithstanding the foregoing provisions, the judge of the probate division shall**
 7 **sit at both the city of Kansas City and the city of Independence.**

487.200. 1. As used in this section, "medication-assisted treatment" means the use
 2 **of pharmacological medications, in combination with counseling and behavioral therapies,**
 3 **to provide a whole patient approach to the treatment of substance use disorders.**

4 **2. If a family court participant requires treatment for opioid or other substance**
 5 **misuse or dependence, a family court shall not prohibit such participant from participating**
 6 **in and receiving medication-assisted treatment under the care of a physician licensed in**
 7 **this state to practice medicine. A family court participant shall not be required to refrain**
 8 **from using medication-assisted treatment as a term or condition of successful completion**
 9 **of the family court program.**

10 **3. A family court participant assigned to a treatment program for opioid or other**
 11 **substance misuse or dependence shall not be in violation of the terms or conditions of the**
 12 **family court on the basis of his or her participation in medication-assisted treatment under**
 13 **the care of a physician licensed in this state to practice medicine.**

 479.020. 1. Any city, town or village, including those operating under a constitutional
 2 or special charter, may, and cities with a population of four hundred thousand or more shall,
 3 provide by ordinance or charter for the selection, tenure and compensation of a municipal judge
 4 or judges consistent with the provisions of this chapter who shall have original jurisdiction to
 5 hear and determine all violations against the ordinances of the municipality. The method of
 6 selection of municipal judges shall be provided by charter or ordinance. Each municipal judge
 7 shall be selected for a term of not less than two years as provided by charter or ordinance.

8 2. Except where prohibited by charter or ordinance, the municipal judge may be a part-
 9 time judge and may serve as municipal judge in more than one municipality.

10 3. No person shall serve as a municipal judge of any municipality with a population of
 11 seven thousand five hundred or more or of any municipality in a county of the first class with a
 12 charter form of government unless the person is licensed to practice law in this state unless, prior
 13 to January 2, 1979, such person has served as municipal judge of that same municipality for at
 14 least two years.

15 4. Notwithstanding any other statute, a municipal judge need not be a resident of the
 16 municipality or of the circuit in which the municipal judge serves except where ordinance or
 17 charter provides otherwise. Municipal judges shall be residents of Missouri.

18 5. Judges selected under the provisions of this section shall be municipal judges of the
 19 circuit court and shall be divisions of the circuit court of the circuit in which the municipality,
 20 or major geographical portion thereof, is located. The judges of these municipal divisions shall
 21 be subject to the rules of the circuit court which are not inconsistent with the rules of the supreme
 22 court. The presiding judge of the circuit shall have general administrative authority over the
 23 judges and court personnel of the municipal divisions within the circuit.

24 6. No municipal judge shall hold any other office in the municipality which the
 25 municipal judge serves as judge. The compensation of any municipal judge and other court

26 personnel shall not be dependent in any way upon the number of cases tried, the number of guilty
27 verdicts reached or the amount of fines imposed or collected.

28 7. Municipal judges shall be at least twenty-one years of age. No person shall serve as
29 municipal judge after that person has reached that person's seventy-fifth birthday.

30 8. Within six months after selection for the position, each municipal judge who is not
31 licensed to practice law in this state shall satisfactorily complete the course of instruction for
32 municipal judges prescribed by the supreme court. The state courts administrator shall certify
33 to the supreme court the names of those judges who satisfactorily complete the prescribed
34 course. If a municipal judge fails to complete satisfactorily the prescribed course within six
35 months after the municipal judge's selection as municipal judge, the municipal judge's office
36 shall be deemed vacant and such person shall not thereafter be permitted to serve as a municipal
37 judge, nor shall any compensation thereafter be paid to such person for serving as municipal
38 judge.

39 9. No municipal judge shall serve as a municipal judge in more than five municipalities
40 at one time. **A court that serves more than one municipality shall be treated as a single**
41 **municipality for purposes of this subsection.**

488.2206. 1. In addition to all court fees and costs prescribed by law, a surcharge of up
2 to ten dollars shall be assessed as costs in each court proceeding filed in any court within [~~the~~
3 ~~thirty-first judicial circuit~~] **any judicial circuit composed of a single noncharter county** in all
4 **civil and** criminal cases including violations of any county or municipal ordinance or any
5 violation of a criminal or traffic law of the state, including an infraction, except that no such
6 surcharge shall be collected in any proceeding in any court when the proceeding or defendant has
7 been dismissed by the court or when costs are to be paid by the state, county, or municipality.
8 For violations of the general criminal laws of the state or county ordinances, no such surcharge
9 shall be collected unless it is authorized, by order, ordinance, or resolution by the county
10 government where the violation occurred. For violations of municipal ordinances, no such
11 surcharge shall be collected unless it is authorized by order, ordinance, or resolution by the
12 municipal government where the violation occurred. Such surcharges shall be collected and
13 disbursed by the clerk of each respective court responsible for collecting court costs in the
14 manner provided by sections 488.010 to 488.020, and shall be payable to the treasurer of the
15 political subdivision authorizing such surcharge, **who shall deposit the funds in a separate**
16 **account known as the "justice center fund", to be established and maintained by the**
17 **political subdivision.**

18 2. Each county or municipality shall use all funds received pursuant to this section only
19 to pay for the costs associated with the land assemblage and purchase, **planning**, construction,
20 maintenance, and operation of any county or municipal judicial facility **or justice center**

21 including, but not limited to, **architectural, engineering, and other plans and studies**, debt
22 service, utilities, maintenance, and building security. The county or municipality shall maintain
23 records identifying [~~such operating costs, and any moneys not needed for the operating costs of~~
24 ~~the county or municipal judicial facility shall be transmitted quarterly to the general revenue fund~~
25 ~~of the county or municipality respectively]~~ **all funds received and expenditures made from**
26 **their respective center funds.**

488.2250. 1. For all appeal transcripts of testimony given [~~or proceedings in any circuit~~
2 ~~court]~~, the court reporter shall receive the sum of three dollars and fifty cents per legal page for
3 the preparation of a paper and an electronic version of the transcript.

4 2. In criminal cases where an appeal is taken by the defendant and it appears to the
5 satisfaction of the court that the defendant is unable to pay the costs of the transcript for the
6 purpose of perfecting the appeal, the court reporter shall receive a fee of two dollars and sixty
7 cents per legal page for the preparation of a paper and an electronic version of the transcript.

8 3. Any judge, in his or her discretion, may order a transcript of all or any part of the
9 evidence or oral proceedings and the court reporter shall receive the sum of two dollars and sixty
10 cents per legal page for the preparation of a paper and an electronic version of the transcript.

11 4. For purposes of this section, a legal page, other than the first page and the final page
12 of the transcript, shall be twenty-five lines, approximately eight and one-half inches by eleven
13 inches in size, with the left-hand margin of approximately one and one-half inches, and with the
14 right-hand margin of approximately one-half inch.

15 5. Notwithstanding any law to the contrary, the payment of court reporter's fees provided
16 in subsections 2 and 3 of this section shall be made by the state upon a voucher approved by the
17 court. The cost to prepare all other transcripts of testimony or proceedings shall be borne by the
18 party requesting their preparation and production, who shall reimburse the court reporter [~~the~~
19 ~~sum provided in subsection 1 of this section]~~.

513.430. 1. The following property shall be exempt from attachment and execution to
2 the extent of any person's interest therein:

3 (1) Household furnishings, household goods, wearing apparel, appliances, books,
4 animals, crops or musical instruments that are held primarily for personal, family or household
5 use of such person or a dependent of such person, not to exceed three thousand dollars in value
6 in the aggregate;

7 (2) A wedding **or engagement** ring not to exceed one thousand five hundred dollars in
8 value and other jewelry held primarily for the personal, family or household use of such person
9 or a dependent of such person, not to exceed five hundred dollars in value in the aggregate;

10 (3) Any other property of any kind, not to exceed in value [~~six hundred]~~ **one thousand**
11 **two hundred** dollars in the aggregate;

12 (4) Any implements or professional books or tools of the trade of such person or the
13 trade of a dependent of such person not to exceed three thousand dollars in value in the
14 aggregate;

15 (5) Any motor vehicles, not to exceed three thousand dollars in value in the aggregate;

16 (6) Any mobile home used as the principal residence but not attached to real property
17 in which the debtor has a fee interest, not to exceed five thousand dollars in value;

18 (7) Any one or more unmaturred life insurance contracts owned by such person, other
19 than a credit life insurance contract, and up to fifteen thousand dollars of any matured life
20 insurance proceeds for actual funeral, cremation, or burial expenses where the deceased is the
21 spouse, child, or parent of the beneficiary;

22 (8) The amount of any accrued dividend or interest under, or loan value of, any one or
23 more unmaturred life insurance contracts owned by such person under which the insured is such
24 person or an individual of whom such person is a dependent; provided, however, that if
25 proceedings under Title 11 of the United States Code are commenced by or against such person,
26 the amount exempt in such proceedings shall not exceed in value one hundred fifty thousand
27 dollars in the aggregate less any amount of property of such person transferred by the life
28 insurance company or fraternal benefit society to itself in good faith if such transfer is to pay a
29 premium or to carry out a nonforfeiture insurance option and is required to be so transferred
30 automatically under a life insurance contract with such company or society that was entered into
31 before commencement of such proceedings. No amount of any accrued dividend or interest
32 under, or loan value of, any such life insurance contracts shall be exempt from any claim for
33 child support. Notwithstanding anything to the contrary, no such amount shall be exempt in such
34 proceedings under any such insurance contract which was purchased by such person within one
35 year prior to the commencement of such proceedings;

36 (9) Professionally prescribed health aids for such person or a dependent of such person;

37 (10) Such person's right to receive:

38 (a) A Social Security benefit, unemployment compensation or a public assistance
39 benefit;

40 (b) A veteran's benefit;

41 (c) A disability, illness or unemployment benefit;

42 (d) Alimony, support or separate maintenance, not to exceed seven hundred fifty dollars
43 a month;

44 (e) Any payment under a stock bonus plan, pension plan, disability or death benefit plan,
45 profit-sharing plan, nonpublic retirement plan or any plan described, defined, or established
46 pursuant to section 456.014, the person's right to a participant account in any deferred
47 compensation program offered by the state of Missouri or any of its political subdivisions, or

48 annuity or similar plan or contract on account of illness, disability, death, age or length of
49 service, to the extent reasonably necessary for the support of such person and any dependent of
50 such person unless:

51 a. Such plan or contract was established by or under the auspices of an insider that
52 employed such person at the time such person's rights under such plan or contract arose;

53 b. Such payment is on account of age or length of service; and

54 c. Such plan or contract does not qualify under Section 401(a), 403(a), 403(b), 408, 408A
55 or 409 of the Internal Revenue Code of 1986, as amended, (26 U.S.C. Section 401(a), 403(a),
56 403(b), 408, 408A or 409);

57

58 except that, any such payment to any person shall be subject to attachment or execution pursuant
59 to a qualified domestic relations order, as defined by Section 414(p) of the Internal Revenue
60 Code of 1986, as amended, issued by a court in any proceeding for dissolution of marriage or
61 legal separation or a proceeding for disposition of property following dissolution of marriage by
62 a court which lacked personal jurisdiction over the absent spouse or lacked jurisdiction to
63 dispose of marital property at the time of the original judgment of dissolution;

64 (f) Any money or assets, payable to a participant or beneficiary from, or any interest of
65 any participant or beneficiary in, a retirement plan, profit-sharing plan, health savings plan, or
66 similar plan, including an inherited account or plan, that is qualified under Section 401(a),
67 **401(k)**, 403(a), 403(b), 408, 408A or 409 of the Internal Revenue Code of 1986, as amended,
68 whether such participant's or beneficiary's interest arises by inheritance, designation,
69 appointment, or otherwise, except as provided in this paragraph **or any type of individual**
70 **retirement arrangement as defined by Publication 590 of the Internal Revenue Service**
71 **including, but not limited to, a traditional individual income retirement account (IRA), a**
72 **ROTH IRA, a SEP IRA, and a simple IRA. The exemption amount for individual**
73 **retirement arrangements shall be unlimited if allowed by federal law and otherwise limited**
74 **to the maximum exemption allowed under federal law, including the Bankruptcy Abuse**
75 **Prevention and Consumer Protection Act of 2005, as amended.** Any plan or arrangement
76 described in this paragraph shall not be exempt from the claim of an alternate payee under a
77 qualified domestic relations order; however, the interest of any and all alternate payees under a
78 qualified domestic relations order shall be exempt from any and all claims of any creditor, other
79 than the state of Missouri through its department of social services. As used in this paragraph,
80 the terms "alternate payee" and "qualified domestic relations order" have the meaning given to
81 them in Section 414(p) of the Internal Revenue Code of 1986, as amended. If proceedings under
82 Title 11 of the United States Code are commenced by or against such person, no amount of funds
83 shall be exempt in such proceedings under any such plan, contract, or trust which is fraudulent

84 as defined in subsection 2 of section 428.024 and for the period such person participated within
85 three years prior to the commencement of such proceedings. For the purposes of this section,
86 when the fraudulently conveyed funds are recovered and after, such funds shall be deducted and
87 then treated as though the funds had never been contributed to the plan, contract, or trust;

88 (11) The debtor's right to receive, or property that is traceable to, a payment on account
89 of the wrongful death of an individual of whom the debtor was a dependent, to the extent
90 reasonably necessary for the support of the debtor and any dependent of the debtor;

91 (12) Firearms, firearm accessories, and ammunition, not to exceed one thousand five
92 hundred dollars in value in the aggregate.

93 2. Nothing in this section shall be interpreted to exempt from attachment or execution
94 for a valid judicial or administrative order for the payment of child support or maintenance any
95 money or assets, payable to a participant or beneficiary from, or any interest of any participant
96 or beneficiary in, a retirement plan which is qualified pursuant to Section 408A of the Internal
97 Revenue Code of 1986, as amended.

513.440. Each head of a family may select and hold, exempt from execution, any other
2 property, real, personal or mixed, or debts and wages, not exceeding in value the amount of one
3 thousand ~~two~~ **six** hundred fifty dollars plus ~~three~~ **four** hundred fifty dollars for each of such
4 person's unmarried dependent children under the age of twenty-one years or dependent as defined
5 by the Internal Revenue Code of 1986, as amended, determined to be disabled by the Social
6 Security Administration, except ten percent of any debt, income, salary or wages due such head
7 of a family.

514.040. 1. Except as provided in subsection 3 of this section, if any court shall, before
2 or after the commencement of any suit pending before it, be satisfied that the plaintiff is a poor
3 person, and unable to prosecute his or her suit, and pay all or any portion of the costs and
4 expenses thereof, such court may, in its discretion, permit him or her to commence and prosecute
5 his or her action as a poor person, and thereupon such poor person shall have all necessary
6 process and proceedings as in other cases, without fees, tax or charge as the court determines the
7 person cannot pay; and the court may assign to such person counsel, who, as well as all other
8 officers of the court, shall perform their duties in such suit without fee or reward as the court may
9 excuse; but if judgment is entered for the plaintiff, costs shall be recovered, which shall be
10 collected for the use of the officers of the court.

11 2. In any civil action brought in a court of this state by any offender convicted of a crime
12 who is confined in any state prison or correctional center, the court shall not reduce the amount
13 required as security for costs upon filing such suit to an amount of less than ten dollars pursuant
14 to this section. This subsection shall not apply to any action for which no sum as security for
15 costs is required to be paid upon filing such suit.

16 3. Where a party is represented in a civil action by a legal aid society or a legal services
17 or other nonprofit organization funded in whole or substantial part by moneys appropriated by
18 the general assembly of the state of Missouri, which has as its primary purpose the furnishing
19 of legal services to indigent persons, by a law school clinic which has as its primary purpose
20 educating law students through furnishing legal services to indigent persons, or by private
21 counsel working on behalf of or under the auspices of such society, all costs and expenses,
22 **except guardian ad litem fees as provided by this subsection**, related to the prosecution of the
23 suit may be waived without the necessity of a motion and court approval, provided that a
24 determination has been made by such society or organization that such party is unable to pay the
25 costs, fees and expenses necessary to prosecute or defend the action, and that a certification that
26 such determination has been made is filed with the clerk of the court. **In the event an action
27 involving the appointment of a guardian ad litem goes to trial, an updated certification
28 shall be filed prior to the trial commencing. The waiver of guardian ad litem fees for a
29 party who has filed a certification may be reviewed by the court at the conclusion of the
30 action upon the motion of any party requesting the court to apportion guardian ad litem
31 fees.**

32 4. **Any party may present additional evidence on the financial condition of the
33 parties. Based upon that evidence, if the court finds the certifying party has the present
34 ability to pay, the court may enter judgment ordering the certifying party to pay a portion
35 of the guardian ad litem fees.**

36 5. **Any failure to pay guardian ad litem fees shall not preclude a certifying party
37 from filing future suits, including motions to modify, and shall not be used as a basis to
38 limit the certifying party's prosecution or defense of the action.**

**531.070. A finding of guilt of the offenses of official misconduct in the first degree
2 or official misconduct in the second degree shall be admissible as prima facie evidence in
3 support of an information in the nature of a quo warranto.**

 544.671. Notwithstanding any supreme court rule or judicial ruling to the contrary, no
2 defendant under a sentence of death or imprisonment in the penitentiary for life, or any sentence
3 of imprisonment for a violation of section 579.065, 565.021, [~~or~~] 565.050, **565.052 in which the
4 victim is a law enforcement officer, firefighter, or emergency medical service provider
5 assaulted in the performance of his or her official duties or as a direct result of such official
6 duties, 565.054 in which the victim is a law enforcement officer, firefighter, or emergency
7 medical service provider assaulted in the performance of his or her official duties or as a
8 direct result of such official duties, 565.056 in which the victim is a law enforcement officer,
9 firefighter, or emergency medical service provider assaulted in the performance of his or
10 her official duties or as a direct result of such official duties, section 566.030, 566.031,**

11 566.032, 566.040 **as it existed prior to August 28, 2013**, 566.060, **566.061**, 566.062, 566.070
12 **as it existed prior to August 28, 2013**, or 566.100, and no defendant who has pled guilty to or
13 been found guilty of any felony sexual offense under chapter 566, where the victim was less than
14 seventeen years of age at the time the crime was committed, any sexual offense under chapter
15 568, where the victim was less than seventeen years of age at the time the crime was committed,
16 or any pornographic offense involving a minor as set forth in sections 573.023, 573.025,
17 573.035, and 573.037, and any felony violation of section 573.040, shall be entitled to bail
18 pending appeal after June 29, 1994. Pursuant to the prerogative of the general assembly to
19 declare the public policy of this state in matters regarding criminal liability of persons and to
20 enact laws relating to judicial procedure, the general assembly declares that subsequent to June
21 29, 1994, no person shall be entitled to bail or continuation of bail pursuant to section 547.170
22 if that person is under a sentence of death or imprisonment in the penitentiary for life, or any
23 sentence of imprisonment for a violation of section 579.065, 565.021, ~~[he]~~ 565.050, **565.052 in**
24 **which the victim is a law enforcement officer, firefighter, or emergency medical service**
25 **provider assaulted in the performance of his or her official duties or as a direct result of**
26 **such official duties, 565.054 in which the victim is a law enforcement officer, firefighter,**
27 **or emergency medical service provider assaulted in the performance of his or her official**
28 **duties or as a direct result of such official duties, 565.056 in which the victim is a law**
29 **enforcement officer, firefighter, or emergency medical service provider assaulted in the**
30 **performance of his or her official duties or as a direct result of such official duties**, section
31 566.030, **566.031**, 566.032, 566.040 **as it existed prior to August 28, 2013**, 566.060, **566.061**,
32 566.062, 566.070 **as it existed prior to August 28, 2013**, or 566.100, ~~[and no defendant who]~~
33 **or if that person** has pled guilty to or been found guilty of any felony sexual offense under
34 chapter 566, where the victim was less than seventeen years of age at the time the crime was
35 committed, any sexual offense under chapter 568, where the victim was less than seventeen years
36 of age at the time the crime was committed, or any pornographic offense involving a minor as
37 set forth in sections 573.023, 573.025, 573.035, and 573.037, and any felony violation of section
38 573.040.

552.020. 1. No person who as a result of mental disease or defect lacks capacity to
2 understand the proceedings against him **or her** or to assist in his **or her** own defense shall be
3 tried, convicted or sentenced for the commission of an offense so long as the incapacity endures.

4 2. Whenever any judge has reasonable cause to believe that the accused lacks mental
5 fitness to proceed, ~~[he]~~ **the judge** shall, upon his **or her** own motion or upon motion filed by the
6 state or by or on behalf of the accused, by order of record, appoint one or more private
7 psychiatrists or psychologists, as defined in section 632.005, or physicians with a minimum of
8 one year training or experience in providing treatment or services to persons with an intellectual

9 disability or developmental disability or mental illness, who are neither employees nor
10 contractors of the department of mental health for purposes of performing the examination in
11 question, to examine the accused; or shall direct the director to have the accused so examined
12 by one or more psychiatrists or psychologists, as defined in section 632.005, or physicians with
13 a minimum of one year training or experience in providing treatment or services to persons with
14 an intellectual disability, developmental disability, or mental illness. The order shall direct that
15 a written report or reports of such examination be filed with the clerk of the court. No private
16 physician, psychiatrist, or psychologist shall be appointed by the court unless he **or she** has
17 consented to act. The examinations ordered shall be made at such time and place and under such
18 conditions as the court deems proper; except that, if the order directs the director of the
19 department to have the accused examined, the director, or his **or her** designee, shall determine
20 the time, place and conditions under which the examination shall be conducted. The order may
21 include provisions for the interview of witnesses and may require the provision of police reports
22 to the department for use in evaluations. The department shall establish standards and provide
23 training for those individuals performing examinations pursuant to this section and section
24 552.030. No individual who is employed by or contracts with the department shall be designated
25 to perform an examination pursuant to this chapter unless the individual meets the qualifications
26 so established by the department. Any examination performed pursuant to this subsection shall
27 be completed and filed with the court within sixty days of the order unless the court for good
28 cause orders otherwise. Nothing in this section or section 552.030 shall be construed to permit
29 psychologists to engage in any activity not authorized by chapter 337. One pretrial evaluation
30 shall be provided at no charge to the defendant by the department. All costs of subsequent
31 evaluations shall be assessed to the party requesting the evaluation.

32 3. A report of the examination made under this section shall include:

33 (1) Detailed findings;

34 (2) An opinion as to whether the accused has a mental disease or defect;

35 (3) An opinion based upon a reasonable degree of medical or psychological certainty as
36 to whether the accused, as a result of a mental disease or defect, lacks capacity to understand the
37 proceedings against him **or her** or to assist in his **or her** own defense;

38 (4) A recommendation as to whether the accused should be held in custody in a suitable
39 hospital facility for treatment pending determination, by the court, of mental fitness to proceed;
40 and

41 (5) A recommendation as to whether the accused, if found by the court to be mentally
42 fit to proceed, should be detained in such hospital facility pending further proceedings.

43 4. If the accused has pleaded lack of responsibility due to mental disease or defect or has
44 given the written notice provided in subsection 2 of section 552.030, the court shall order the

45 report of the examination conducted pursuant to this section to include, in addition to the
46 information required in subsection 3 of this section, an opinion as to whether at the time of the
47 alleged criminal conduct the accused, as a result of mental disease or defect, did not know or
48 appreciate the nature, quality, or wrongfulness of his **or her** conduct or as a result of mental
49 disease or defect was incapable of conforming his **or her** conduct to the requirements of law.
50 A plea of not guilty by reason of mental disease or defect shall not be accepted by the court in
51 the absence of any such pretrial evaluation which supports such a defense. In addition, if the
52 accused has pleaded not guilty by reason of mental disease or defect, and the alleged crime is not
53 a dangerous felony as defined in section 556.061, or those crimes set forth in subsection 11 of
54 section 552.040, or the attempts thereof, the court shall order the report of the examination to
55 include an opinion as to whether or not the accused should be immediately conditionally released
56 by the court pursuant to the provisions of section 552.040 or should be committed to a mental
57 health or developmental disability facility. If such an evaluation is conducted at the direction of
58 the director of the department of mental health, the court shall also order the report of the
59 examination to include an opinion as to the conditions of release which are consistent with the
60 needs of the accused and the interest of public safety, including, but not limited to, the following
61 factors:

- 62 (1) Location and degree of necessary supervision of housing;
- 63 (2) Location of and responsibilities for appropriate psychiatric, rehabilitation and
64 aftercare services, including the frequency of such services;
- 65 (3) Medication follow-up, including necessary testing to monitor medication compliance;
- 66 (4) At least monthly contact with the department's forensic case monitor;
- 67 (5) Any other conditions or supervision as may be warranted by the circumstances of the
68 case.

69 5. If the report contains the recommendation that the accused should be committed to
70 or held in a suitable hospital facility pending determination of the issue of mental fitness to
71 proceed, and if the accused is not admitted to bail or released on other conditions, the court may
72 order that the accused be committed to or held in a suitable hospital facility pending
73 determination of the issue of mental fitness to proceed.

74 6. The clerk of the court shall deliver copies of the report to the prosecuting or circuit
75 attorney and to the accused or his **or her** counsel. The report shall not be a public record or open
76 to the public. Within ten days after the filing of the report, both the defendant and the state shall,
77 upon written request, be entitled to an order granting them an examination of the accused by a
78 psychiatrist or psychologist, as defined in section 632.005, or a physician with a minimum of one
79 year training or experience in providing treatment or services to persons with an intellectual
80 disability or developmental disability or mental illness, of their own choosing and at their own

81 expense. An examination performed pursuant to this subsection shall be completed and a report
82 filed with the court within sixty days of the date it is received by the department or private
83 psychiatrist, psychologist or physician unless the court, for good cause, orders otherwise. A copy
84 shall be furnished the opposing party.

85 7. If neither the state nor the accused nor his **or her** counsel requests a second
86 examination relative to fitness to proceed or contests the findings of the report referred to in
87 subsections 2 and 3 of this section, the court may make a determination and finding on the basis
88 of the report filed or may hold a hearing on its own motion. If any such opinion is contested, the
89 court shall hold a hearing on the issue. The court shall determine the issue of mental fitness to
90 proceed and may impanel a jury of six persons to assist in making the determination. The report
91 or reports may be received in evidence at any hearing on the issue but the party contesting any
92 opinion therein shall have the right to summon and to cross-examine the examiner who rendered
93 such opinion and to offer evidence upon the issue.

94 8. At a hearing on the issue pursuant to subsection 7 of this section, the accused is
95 presumed to have the mental fitness to proceed. The burden of proving that the accused does not
96 have the mental fitness to proceed is by a preponderance of the evidence and the burden of going
97 forward with the evidence is on the party raising the issue. The burden of going forward shall
98 be on the state if the court raises the issue.

99 9. If the court determines that the accused lacks mental fitness to proceed, the criminal
100 proceedings shall be suspended and the court shall commit him or her to the director of the
101 department of mental health. **After the person has been committed, legal counsel for the**
102 **department of mental health shall have standing to file motions and participate in hearings**
103 **on the issue of involuntary medications.**

104 10. Any person committed pursuant to subsection 9 of this section shall be entitled to
105 the writ of habeas corpus upon proper petition to the court that committed him or her. The issue
106 of the mental fitness to proceed after commitment under subsection 9 of this section may also
107 be raised by a motion filed by the director of the department of mental health or by the state,
108 alleging the mental fitness of the accused to proceed. A report relating to the issue of the
109 accused's mental fitness to proceed may be attached thereto. If the motion is not contested by
110 the accused or his **or her** counsel or if after a hearing on a motion the court finds the accused
111 mentally fit to proceed, or if he **or she** is ordered discharged from the director's custody upon a
112 habeas corpus hearing, the criminal proceedings shall be resumed.

113 11. The following provisions shall apply after a commitment as provided in this section:

114 (1) Six months after such commitment, the court which ordered the accused committed
115 shall order an examination by the head of the facility in which the accused is committed, or a
116 qualified designee, to ascertain whether the accused is mentally fit to proceed and if not, whether

117 there is a substantial probability that the accused will attain the mental fitness to proceed to trial
118 in the foreseeable future. The order shall direct that written report or reports of the examination
119 be filed with the clerk of the court within thirty days and the clerk shall deliver copies to the
120 prosecuting attorney or circuit attorney and to the accused or his **or her** counsel. The report
121 required by this subsection shall conform to the requirements under subsection 3 of this section
122 with the additional requirement that it include an opinion, if the accused lacks mental fitness to
123 proceed, as to whether there is a substantial probability that the accused will attain the mental
124 fitness to proceed in the foreseeable future;

125 (2) Within ten days after the filing of the report, both the accused and the state shall,
126 upon written request, be entitled to an order granting them an examination of the accused by a
127 psychiatrist or psychologist, as defined in section 632.005, or a physician with a minimum of one
128 year training or experience in providing treatment or services to persons with an intellectual
129 disability or developmental disability or mental illness, of their own choosing and at their own
130 expense. An examination performed pursuant to this subdivision shall be completed and filed
131 with the court within thirty days unless the court, for good cause, orders otherwise. A copy shall
132 be furnished to the opposing party;

133 (3) If neither the state nor the accused nor his **or her** counsel requests a second
134 examination relative to fitness to proceed or contests the findings of the report referred to in
135 subdivision (1) of this subsection, the court may make a determination and finding on the basis
136 of the report filed, or may hold a hearing on its own motion. If any such opinion is contested,
137 the court shall hold a hearing on the issue. The report or reports may be received in evidence at
138 any hearing on the issue but the party contesting any opinion therein relative to fitness to proceed
139 shall have the right to summon and to cross-examine the examiner who rendered such opinion
140 and to offer evidence upon the issue;

141 (4) If the accused is found mentally fit to proceed, the criminal proceedings shall be
142 resumed;

143 (5) If it is found that the accused lacks mental fitness to proceed but there is a substantial
144 probability the accused will be mentally fit to proceed in the reasonably foreseeable future, the
145 court shall continue such commitment for a period not longer than six months, after which the
146 court shall reinstitute the proceedings required under subdivision (1) of this subsection;

147 (6) If it is found that the accused lacks mental fitness to proceed and there is no
148 substantial probability that the accused will be mentally fit to proceed in the reasonably
149 foreseeable future, the court shall dismiss the charges without prejudice and the accused shall
150 be discharged, but only if proper proceedings have been filed under chapter 632 or chapter 475,
151 in which case those sections and no others will be applicable. The probate division of the circuit
152 court shall have concurrent jurisdiction over the accused upon the filing of a proper pleading to

153 determine if the accused shall be involuntarily detained under chapter 632, or to determine if the
154 accused shall be declared incapacitated under chapter 475, and approved for admission by the
155 guardian under section 632.120 or 633.120, to a mental health or developmental disability
156 facility. When such proceedings are filed, the criminal charges shall be dismissed without
157 prejudice if the court finds that the accused is mentally ill and should be committed or that he
158 **or she** is incapacitated and should have a guardian appointed. The period of limitation on
159 prosecuting any criminal offense shall be tolled during the period that the accused lacks mental
160 fitness to proceed.

161 12. If the question of the accused's mental fitness to proceed was raised after a jury was
162 impaneled to try the issues raised by a plea of not guilty and the court determines that the accused
163 lacks the mental fitness to proceed or orders the accused committed for an examination pursuant
164 to this section, the court may declare a mistrial. Declaration of a mistrial under these
165 circumstances, or dismissal of the charges pursuant to subsection 11 of this section, does not
166 constitute jeopardy, nor does it prohibit the trial, sentencing or execution of the accused for the
167 same offense after he **or she** has been found restored to competency.

168 13. The result of any examinations made pursuant to this section shall not be a public
169 record or open to the public.

170 14. No statement made by the accused in the course of any examination or treatment
171 pursuant to this section and no information received by any examiner or other person in the
172 course thereof, whether such examination or treatment was made with or without the consent of
173 the accused or upon his **or her** motion or upon that of others, shall be admitted in evidence
174 against the accused on the issue of guilt in any criminal proceeding then or thereafter pending
175 in any court, state or federal. A finding by the court that the accused is mentally fit to proceed
176 shall in no way prejudice the accused in a defense to the crime charged on the ground that at the
177 time thereof he **or she** was afflicted with a mental disease or defect excluding responsibility, nor
178 shall such finding by the court be introduced in evidence on that issue nor otherwise be brought
179 to the notice of the jury.

565.050. 1. A person commits the offense of assault in the first degree if he or she
2 attempts to kill or knowingly causes or attempts to cause serious physical injury to another
3 person.

4 2. The offense of assault in the first degree is a class B felony unless in the course thereof
5 the person inflicts serious physical injury on the victim, or if the victim of such assault is a
6 special victim, as the term "special victim" is defined under section 565.002, in which case it is
7 a class A felony.

8 **3. Persons found guilty under this section shall not be eligible for probation or**
9 **parole if the victim was a law enforcement officer, firefighter, or emergency medical service**

10 **provider assaulted in the performance of his or her official duties or as a direct result of**
 11 **such official duties.**

565.052. 1. A person commits the offense of assault in the second degree if he or she:

- 2 (1) Attempts to kill or knowingly causes or attempts to cause serious physical injury to
- 3 another person under the influence of sudden passion arising out of adequate cause; or
- 4 (2) Attempts to cause or knowingly causes physical injury to another person by means
- 5 of a deadly weapon or dangerous instrument; or
- 6 (3) Recklessly causes serious physical injury to another person; or
- 7 (4) Recklessly causes physical injury to another person by means of discharge of a
- 8 firearm.

9 2. The defendant shall have the burden of injecting the issue of influence of sudden
 10 passion arising from adequate cause under subdivision (1) of subsection 1 of this section.

11 3. The offense of assault in the second degree is a class D felony, unless the victim of
 12 such assault is a special victim, as the term "special victim" is defined under section 565.002,
 13 in which case it is a class B felony.

14 **4. Persons found guilty under this section shall not be eligible for probation or**
 15 **parole if the victim was a law enforcement officer, firefighter, or emergency medical service**
 16 **provider assaulted in the performance of his or her official duties or as a direct result of**
 17 **such official duties.**

565.054. 1. A person commits the offense of assault in the third degree if he or she
 2 knowingly causes physical injury to another person.

3 2. The offense of assault in the third degree is a class E felony, unless the victim of such
 4 assault is a special victim, as the term "special victim" is defined under section 565.002, in which
 5 case it is a class D felony.

6 **3. Persons found guilty under this section shall not be eligible for probation or**
 7 **parole if the victim was a law enforcement officer, firefighter, or emergency medical service**
 8 **provider assaulted in the performance of his or her official duties or as a direct result of**
 9 **such official duties.**

565.056. 1. A person commits the offense of assault in the fourth degree if:

- 2 (1) The person attempts to cause or recklessly causes physical injury, physical pain, or
- 3 illness to another person;
- 4 (2) With criminal negligence the person causes physical injury to another person by
- 5 means of a firearm;
- 6 (3) The person purposely places another person in apprehension of immediate physical
- 7 injury;

8 (4) The person recklessly engages in conduct which creates a substantial risk of death
 9 or serious physical injury to another person;

10 (5) The person knowingly causes or attempts to cause physical contact with a person
 11 with a disability, which a reasonable person, who does not have a disability, would consider
 12 offensive or provocative; or

13 (6) The person knowingly causes physical contact with another person knowing the other
 14 person will regard the contact as offensive or provocative.

15 2. Except as provided in subsection 3 of this section, assault in the fourth degree is a
 16 class A misdemeanor.

17 3. Violation of the provisions of subdivision (3) or (6) of subsection 1 of this section is
 18 a class C misdemeanor unless the victim is a special victim, as the term "special victim" is
 19 defined under section 565.002, in which case a violation of such provisions is a class A
 20 misdemeanor.

21 **4. Persons found guilty under this section shall not be eligible for probation or**
 22 **parole if the victim was a law enforcement officer, firefighter, or emergency medical service**
 23 **provider assaulted in the performance of his or her official duties or as a direct result of**
 24 **such official duties.**

570.095. 1. A person commits the offense of filing false documents if:

2 **(1) With the intent to defraud, deceive, harass, alarm, or negatively impact**
 3 **financially, or in such a manner reasonably calculated to deceive, defraud, harass, alarm,**
 4 **or negatively impact financially, he or she files, causes to be filed or recorded, or attempts**
 5 **to file or record, creates, uses as genuine, transfers or has transferred, presents, or**
 6 **prepares with knowledge or belief that it will be filed, presented, recorded, or transferred**
 7 **to the secretary of state or his or her designee, or any county or independent city recorder**
 8 **of deeds or his or her designee, any municipal, county, district, or state government entity,**
 9 **division, agency, or office, or any credit bureau or financial institution any of the following**
 10 **types of documents:**

- 11 **(a) Common law lien;**
- 12 **(b) Uniform commercial code filing or record;**
- 13 **(c) Real property recording;**
- 14 **(d) Financing statement;**
- 15 **(e) Contract;**
- 16 **(f) Warranty, special, or quitclaim deed;**
- 17 **(g) Quiet title claim or action;**
- 18 **(h) Deed in lieu of foreclosure;**
- 19 **(i) Legal affidavit;**

- 20 (j) Legal process;
- 21 (k) Legal summons;
- 22 (l) Bills and due bills;
- 23 (m) Criminal charging documents or materially false criminal charging documents;
- 24 (n) Any other document not stated in this subdivision that is related to real
- 25 property; or
- 26 (o) Any state, county, district, federal, municipal, credit bureau, or financial
- 27 institution form or document; and
- 28 (2) Such documents listed in subdivision (1) of this subsection contain materially
- 29 false information, or are fraudulent, or are a forgery, as defined in section 570.090, or lack
- 30 the consent of all parties listed in documents where mutual consent is required, or are
- 31 invalid under Missouri law.
- 32 2. Filing false documents under this section is a class D felony for the first offense
- 33 except under the following circumstances where filing false documents is a class C felony:
- 34 (1) The defendant has been previously found guilty or pleaded guilty to a violation
- 35 of this section;
- 36 (2) The victim or named party in the matter:
- 37 (a) Is an official elected to municipal, county, district, federal, or statewide office;
- 38 (b) Is an official who was appointed to municipal, county, district, federal, or
- 39 statewide office; or
- 40 (c) Is an employee of an official who has been elected or appointed to municipal,
- 41 county, district, federal, or statewide office;
- 42 (3) The victim or named party in the matter is a judge or magistrate of:
- 43 (a) Any court or division of the court in this or any other state or an employee of
- 44 any court of this state or any other state; or
- 45 (b) Any court system of the United States or is an employee of any court of the
- 46 United States;
- 47 (4) The victim or named party in the matter is a full-time, part-time, or reserve or
- 48 auxiliary peace officer, as defined in section 590.010, licensed in this state or any other
- 49 state;
- 50 (5) The victim or named party in the matter is a full-time, part-time, or volunteer
- 51 firefighter in this state or any other state;
- 52 (6) The victim or named party in the matter is an officer of federal job class 1811
- 53 who is empowered to enforce United States laws;
- 54 (7) The victim or named party in the matter is a law enforcement officer of the
- 55 United States as defined in 5 U.S.C. 8401(17)(A) or (D);

56 **(8) The victim or named party in the matter is an employee of any law enforcement**
57 **or legal prosecution agency in this state or any other state or the United States;**

58 **(9) The victim or named party in the matter is an employee of a federal agency that**
59 **has agents or officers who are of job class 1811 who are empowered to enforce United**
60 **States laws or is an employee of a federal agency that has law enforcement officers as**
61 **defined in 5 U.S.C. 8401(17)(A) or (D);**

62 **(10) The victim or named party in the matter is an officer of the railroad police as**
63 **defined in section 388.600.**

64 **3. For a penalty enhancement as described in subsection 2 of this section to apply,**
65 **the occupation of the victim or named party shall be material to the subject matter of the**
66 **document or documents filed or the relief sought by the document or documents filed, and**
67 **the occupation of the victim or named party shall be materially connected to the apparent**
68 **reason that the victim has been named, victimized, or involved. For purposes of this**
69 **subsection and subsection 2 of this section, a person who has retired or resigned from any**
70 **agency, institution, or occupation listed under subsection 2 of this section shall be**
71 **considered the same fashion as a person who remains in employment and shall also include**
72 **the following family members of a person listed under subdivisions (2) to (9) of subsection**
73 **2 of this section:**

74 **(1) Such person's spouse;**

75 **(2) Such person or such person's spouse's ancestor or descendant by blood or**
76 **adoption; or**

77 **(3) Such person's stepchild, while the marriage creating that relationship exists.**

78 **4. Any person who pleads guilty or is found guilty under subsections 1 to 3 of this**
79 **section shall be ordered by the court to make full restitution to any person or entity that**
80 **has sustained actual losses or costs as a result of the actions of the defendants. Such**
81 **restitution shall not be paid in lieu of jail or prison time, but rather in addition to any jail**
82 **or prison time imposed by the court.**

83 **5. (1) Nothing in this section shall limit the power of the state to investigate, charge,**
84 **or punish any person for any conduct that constitutes a crime by any other statute of this**
85 **state or the United States.**

86 **(2) There is no requirement under this section that the filing or record be retained**
87 **by the receiving entity for prosecution under this section. A filing or record being rejected**
88 **by the receiving entity shall not be used as an affirmative defense.**

89 **6. (1) Any statewide or county agency or similar agency that functions in**
90 **independent cities of this state, which is responsible for or receives document filings or**
91 **records, including county recorders of deeds and the secretary of state's office, shall, by**

92 **January 1, 2018, impose a system in which the documents that have been submitted to the**
93 **receiving agency or in the case of the secretary of state those filings rejected under its legal**
94 **authority are logged or noted in a ledger, spreadsheet, or similar recording method if the**
95 **filing or recording officer or employee believes the filings or records appear to be**
96 **fraudulent or contain suspicious verbiage. The receiving agency shall make available**
97 **noted documents for review by the:**

98 **(a) Jurisdictional prosecuting or circuit attorney or his or her designee;**

99 **(b) County sheriff or his or her designee;**

100 **(c) County police chief or his or her designee;**

101 **(d) City police chief or his or her designee in independent cities; or**

102 **(e) Commissioned peace officers as defined in section 590.010.**

103

104 **Review of such documents is permissible for the agent or agencies under this subdivision**
105 **without the need of a grand jury subpoena or court order. No fees or monetary charges**
106 **shall be levied on the investigative agents or agencies for review of documents noted in the**
107 **ledger or spreadsheet. The ledger or spreadsheet and its contents shall be retained by the**
108 **agency that controls entries into such ledger or spreadsheet for a minimum of three years**
109 **from the earliest entry listed in the ledger or spreadsheet.**

110 **(2) The receiving entity shall, upon receipt of a filing or record that has been noted**
111 **as a suspicious filing or record, notify the chief law enforcement officer of the county or his**
112 **or her designee and the prosecutor of the county or his or her designee of the filing's or**
113 **record's existence. Such notification shall be made within two business days of the filing**
114 **or record having been received. Notification may be accomplished via electronic mail or**
115 **via paper memorandum.**

116 **(3) There shall be no requirement imposed by this section that the agency receiving**
117 **the filing or record make notification to the person conducting the filing or record that the**
118 **filing or record has been entered as a logged or noted filing or record.**

119 **(4) Reviews to ensure compliance with the provisions of this section shall be the**
120 **responsibility of any commissioned peace officer. Findings of noncompliance shall be**
121 **reported to the jurisdictional prosecuting or circuit attorney or his or her designee by any**
122 **commissioned peace officer who has probable cause to believe that the noncompliance has**
123 **taken place purposely, knowingly, recklessly, or with criminal negligence, as described**
124 **under section 562.016.**

125 **7. To petition for a judicial review of a filing or record that is believed to be**
126 **fraudulent, false, misleading, forged, or contains materially false information, a petitioner**
127 **may file a probable cause statement which delineates the cause to believe that the filing or**

128 **record is materially false, contains materially false information, is a forgery, is fraudulent,**
129 **or is misleading. This probable cause statement shall be filed in the associate or circuit**
130 **court of the county in which the original filing or record was transferred, received, or**
131 **recorded.**

132 **8. A filed petition under this section shall have an initial hearing date within twenty**
133 **business days of the petition being filed with the court. A court ruling of "invalid" shall**
134 **be evidence that the original filing or record was not accurate, true, or correct. A court**
135 **ruling of "invalid" shall be retained or recorded at the original receiving entity. The**
136 **receiving entity shall waive all filing or recording fees associated with the filing or**
137 **recording of the court ruling document in this subsection. This ruling may be forwarded**
138 **to credit bureaus or other institutions at the request of the petitioner via motion to the**
139 **applicable court at no additional cost to the petitioner.**

140 **9. If a filing or record is deemed invalid, the prevailing party shall be awarded all**
141 **reasonable costs and fees incurred by that party in the action. If the filing or record is**
142 **deemed valid, no court costs or fees, in addition to standard filing fees, shall be assessed.**

575.150. 1. A person commits the offense of resisting or interfering with arrest,
2 detention, or stop if he or she knows or reasonably should know that a law enforcement officer
3 is making an arrest or attempting to lawfully detain or stop an individual or vehicle, and for the
4 purpose of preventing the officer from effecting the arrest, stop or detention, he or she:

5 (1) Resists the arrest, stop or detention of such person by using or threatening the use of
6 violence or physical force or by fleeing from such officer; or

7 (2) Interferes with the arrest, stop or detention of another person by using or threatening
8 the use of violence, physical force or physical interference.

9 2. This section applies to:

10 (1) Arrests, stops, or detentions, with or without warrants;

11 (2) Arrests, stops, or detentions, for any offense, infraction, or ordinance violation; and

12 (3) Arrests for warrants issued by a court or a probation and parole officer.

13 3. A person is presumed to be fleeing a vehicle stop if he or she continues to operate a
14 motor vehicle after he or she has seen or should have seen clearly visible emergency lights or has
15 heard or should have heard an audible signal emanating from the law enforcement vehicle
16 pursuing him or her.

17 4. It is no defense to a prosecution pursuant to subsection 1 of this section that the law
18 enforcement officer was acting unlawfully in making the arrest. However, nothing in this section
19 shall be construed to bar civil suits for unlawful arrest.

20 5. The offense of resisting or interfering with an arrest is a class E felony for an arrest
21 for a:

- 22 (1) Felony;
- 23 (2) Warrant issued for failure to appear on a felony case; or
- 24 (3) Warrant issued for a probation violation on a felony case.

25 The offense of resisting an arrest, detention or stop in violation of subdivision (1) or (2) of
 26 subsection 1 of this section is a class A misdemeanor, unless the person fleeing creates a
 27 substantial risk of serious physical injury or death to any person, in which case it is a class E
 28 felony.

29 **6. Persons found guilty under this section shall not be eligible for probation or**
 30 **parole.**

577.011. 1. This section shall be known and may be cited as "Toby's Law".

2 **2. In addition to other terms and conditions imposed on a person who has been**
 3 **found guilty of driving while intoxicated under section 577.010, such person shall complete**
 4 **a victim impact program approved by the court. Attendance in such program shall be in**
 5 **person unless there are extraordinary circumstances preventing in-person attendance.**
 6 **Such person shall be responsible for any charges imposed by the victim impact program.**

577.060. 1. A person commits the offense of leaving the scene of an accident when:

2 (1) Being the operator of a vehicle or a vessel involved in an accident resulting in injury
 3 or death or damage to property of another person; and

4 (2) Having knowledge of such accident he or she leaves the place of the injury, damage
 5 or accident without stopping and giving the following information to the other party or to a law
 6 enforcement officer, or if no law enforcement officer is in the vicinity, then to the nearest law
 7 enforcement agency:

- 8 (a) His or her name;
- 9 (b) His or her residence, including city and street number;
- 10 (c) The registration or license number for his or her vehicle or vessel; and
- 11 (d) His or her operator's license number, if any.

12 2. For the purposes of this section, all law enforcement officers shall have jurisdiction,
 13 when invited by an injured person, to enter the premises of any privately owned property for the
 14 purpose of investigating an accident and performing all necessary duties regarding such accident.

15 3. The offense of leaving the scene of an accident is:

- 16 (1) A class A misdemeanor; ~~or~~
- 17 (2) A class E felony if:
 - 18 (a) Physical injury was caused to another party; or
 - 19 (b) Damage in excess of one thousand dollars was caused to the property of another
 20 person; or

21 (c) The defendant has previously been found guilty of any offense in violation of this
22 section; or committed in another jurisdiction which, if committed in this state, would be a
23 violation of an offense of this section; or

24 **(3) A class D felony if a death has occurred as a result of the accident.**

25 4. A law enforcement officer who investigates or receives information of an accident
26 involving an all-terrain vehicle and also involving the loss of life or serious physical injury shall
27 make a written report of the investigation or information received and such additional facts
28 relating to the accident as may come to his or her knowledge, mail the information to the
29 department of public safety, and keep a record thereof in his or her office.

30 5. The provisions of this section shall not apply to the operation of all-terrain vehicles
31 when property damage is sustained in sanctioned all-terrain vehicle races, derbies and rallies.

**595.219. 1. In addition to the court's authority to order a defendant to make
2 restitution for the damage or loss caused by his or her offense as provided in section
3 559.105, the court may enter a judgment of restitution against the offenders convicted of
4 official misconduct in the first or second degrees pursuant to the provisions of this section.**

5 **2. The court may order the defendant to make restitution to:**

6 **(1) The victim;**

7 **(2) Any governmental entity; or**

8 **(3) A third-party payor, including an insurer that has made payment to the victim
9 to compensate the victim for a property loss or a pecuniary loss.**

10 **3. Restitution payments to the victim have priority over restitution payments to a
11 third-party payor. If the victim has been compensated for the victim's loss by a third-party
12 payor, the court may order restitution payments to the third-party payor in the amount
13 that the third-party payor compensated the victim.**

14 **4. Payment of restitution to a victim under this section has priority over payment
15 of restitution to any governmental entity.**

16 **5. A restitution hearing to determine the liability of the defendant shall be held not
17 later than thirty days after final disposition of the case and may be extended by the court
18 for good cause. In the restitution hearing, a written statement or bill for medical, dental,
19 hospital, funeral, or burial expenses shall be prima facie evidence that the amount
20 indicated on the written statement or bill represents a fair and reasonable charge for the
21 services or materials provided. The burden of proving that the amount indicated on the
22 written statement or bill is not fair and reasonable shall be on the person challenging the
23 fairness and reasonableness of the amount.**

24 **6. A judgment of restitution against a defendant may not be entered unless the
25 defendant has been afforded a reasonable opportunity to be heard and to present**

26 **appropriate evidence in his or her behalf. The defendant shall be advised of his or her**
27 **right to obtain counsel for representation at the hearing. A hearing under this section may**
28 **be held as part of a final disposition hearing for the case.**

29 **7. The judgment may be enforced in the same manner as enforcing monetary**
30 **judgments by the prosecuting attorney on behalf of the victim.**

31 **8. A judgment of restitution ordered pursuant to this section against a defendant**
32 **shall not be a bar to a proceeding against the defendant pursuant to section 537.045 or**
33 **section 8.150 for the balance of the damages not paid pursuant to this section.**

650.058. 1. Notwithstanding the sovereign immunity of the state, any individual who
2 was found guilty of a felony in a Missouri court and was later determined to be actually innocent
3 of such crime solely as a result of DNA profiling analysis may be paid restitution. The
4 individual may receive an amount of [~~ifty~~] **eighty nine** dollars per day **adjusted annually based**
5 **on changes in the consumer price index for all urban consumers for the United States as**
6 **reported by Bureau of Labor Statistics, or its successor index**, for each day of postconviction
7 incarceration for the crime for which the individual is determined to be actually innocent. The
8 petition for the payment of said restitution shall be filed with the sentencing court. For the
9 purposes of this section, the term "actually innocent" shall mean:

10 (1) The individual was convicted of a felony for which a final order of release was
11 entered by the court;

12 (2) All appeals of the order of release have been exhausted;

13 (3) The individual was not serving any term of a sentence for any other crime
14 concurrently with the sentence for which he or she is determined to be actually innocent, unless
15 such individual was serving another concurrent sentence because his or her parole was revoked
16 by a court or the board of probation and parole in connection with the crime for which the person
17 has been exonerated. Regardless of whether any other basis may exist for the revocation of the
18 person's probation or parole at the time of conviction for the crime for which the person is later
19 determined to be actually innocent, when the court's or the board of probation and parole's sole
20 stated reason for the revocation in its order is the conviction for the crime for which the person
21 is later determined to be actually innocent, such order shall, for purposes of this section only, be
22 conclusive evidence that their probation or parole was revoked in connection with the crime for
23 which the person has been exonerated; and

24 (4) Testing ordered under section 547.035, or testing by the order of any state or federal
25 court, if such person was exonerated on or before August 28, 2004, or testing ordered under
26 section 650.055, if such person was or is exonerated after August 28, 2004, demonstrates a
27 person's innocence of the crime for which the person is in custody.

28

29 Any individual who receives restitution under this section shall be prohibited from seeking any
30 civil redress from the state, its departments and agencies, or any employee thereof, or any
31 political subdivision or its employees. This section shall not be construed as a waiver of
32 sovereign immunity for any purposes other than the restitution provided for herein. The
33 department of corrections shall determine the aggregate amount of restitution owed during a
34 fiscal year. If insufficient moneys are appropriated each fiscal year to pay restitution to such
35 persons, the department shall pay each individual who has received an order awarding restitution
36 a pro rata share of the amount appropriated. Provided sufficient moneys are appropriated to the
37 department, the amounts owed to such individual shall be paid on June thirtieth of each
38 subsequent fiscal year, until such time as the restitution to the individual has been paid in full.
39 However, no individual awarded restitution under this subsection shall receive more than thirty-
40 six thousand five hundred dollars during each fiscal year. No interest on unpaid restitution shall
41 be awarded to the individual. No individual who has been determined by the court to be actually
42 innocent shall be responsible for the costs of care under section 217.831.

43 2. If the results of the DNA testing confirm the person's guilt, then the person filing for
44 DNA testing under section 547.035, shall:

45 (1) Be liable for any reasonable costs incurred when conducting the DNA test, including
46 but not limited to the cost of the test. Such costs shall be determined by the court and shall be
47 included in the findings of fact and conclusions of law made by the court; and

48 (2) Be sanctioned under the provisions of section 217.262.

49 3. A petition for payment of restitution under this section may only be filed by the
50 individual determined to be actually innocent or the individual's legal guardian. No claim or
51 petition for restitution under this section may be filed by the individual's heirs or assigns. An
52 individual's right to receive restitution under this section is not assignable or otherwise
53 transferrable. The state's obligation to pay restitution under this section shall cease upon the
54 individual's death. Any beneficiary designation that purports to bequeath, assign, or otherwise
55 convey the right to receive such restitution shall be void and unenforceable.

56 4. An individual who is determined to be actually innocent of a crime under this chapter
57 shall automatically be granted an order of expungement from the court in which he or she pled
58 guilty or was sentenced to expunge from all official records all recordations of his or her arrest,
59 plea, trial or conviction. Upon granting of the order of expungement, the records and files
60 maintained in any administrative or court proceeding in an associate or circuit division of the
61 court shall be confidential and only available to the parties or by order of the court for good cause
62 shown. The effect of such order shall be to restore such person to the status he or she occupied
63 prior to such arrest, plea or conviction and as if such event had never taken place. No person as
64 to whom such order has been entered shall be held thereafter under any provision of any law to

65 be guilty of perjury or otherwise giving a false statement by reason of his or her failure to recite
 66 or acknowledge such arrest, plea, trial, conviction or expungement in response to any inquiry
 67 made of him or her for any purpose whatsoever and no such inquiry shall be made for
 68 information relating to an expungement under this section.

650.520. 1. There is hereby created a statewide program called the "Blue Alert System" referred to in this section as the "system" to aid in the identification, location, and apprehension of any individual or individuals suspected of killing or seriously wounding any local, state, or federal law enforcement officer.

2. For the purposes of this section, "law enforcement officer" means any public servant having both the power and duty to make arrests for violations of the laws of this state, and federal law enforcement officers authorized to carry firearms and to make arrests for violations of the laws of the United States.

3. The department of public safety shall develop regions to provide the system. The department of public safety shall coordinate local law enforcement agencies and public commercial television and radio broadcasters to provide an effective system. In the event that a local law enforcement agency opts not to set up a system and a killing or serious wounding of a law enforcement officer occurs within the jurisdiction, it shall notify the department of public safety who will notify local media in the region.

4. The blue alert system shall include all state agencies capable of providing urgent and timely information to the public together with broadcasters and other private entities that volunteer to participate in the dissemination of urgent public information. At a minimum, the blue alert system shall include the department of public safety, highway patrol, department of transportation, and Missouri lottery.

5. The department of public safety shall have the authority to develop, implement, and manage the blue alert system.

6. Participation in the blue alert system is entirely at the option of local law enforcement agencies, federally licensed radio and television broadcasters, and other private entities that volunteer to participate in the dissemination of urgent public information.

7. Any person who knowingly makes a false report that triggers an alert pursuant to this section is guilty of a class A misdemeanor.

28

~~[400.1-207. (1) A party who, with explicit reservation of rights, performs or promises performance or assents to performance in a manner demanded or offered by the other party does not thereby prejudice the rights reserved. Such words as "without prejudice", "under protest" or the like are sufficient. —~~

~~————— (2) Subsection (1) does not apply to an accord and satisfaction.]~~

2 ~~[400.1-208. A term providing that one party or his successor in interest~~
3 ~~may accelerate payment or performance or require collateral or additional~~
4 ~~collateral "at will" or "when he deems himself insecure" or in words of similar~~
5 ~~import shall be construed to mean that he shall have power to do so only if he in~~
6 ~~good faith believes that the prospect of payment or performance is impaired. The~~
7 ~~burden of establishing lack of good faith is on the party against whom the power~~
8 ~~has been exercised.]~~

2 ~~[400.7-604. To the extent that the provisions of this article conflict with~~
3 ~~the provisions of sections 415.400 to 415.430 the provisions of sections 415.400~~
3 ~~to 415.430 shall control.]~~

✓