

1978 WL 34640 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

January 9, 1978

\*1 Fred Zeigler, Esquire  
South Carolina Wildlife and Marine Resources Department  
Dutch Plaza  
Building D  
Post Office Box 167  
Columbia, South Carolina 29202

Dear Mr. Zeigler:

You have requested an opinion from this Office concerning whether the seller of a shotgun under a purchase security agreement may be protected for the balance due him under the agreement when the shotgun has been confiscated and sold pursuant to [Section 50-11-2100, Code of Laws of South Carolina \(1976\)](#).

This particular question apparently has not been the subject of any case law in South Carolina, but an analogous situation was presented in [Commercial Credit Corporation v. Webb, 245 S.C. 53, 138 S.E.2d 647 \(1964\)](#). There the South Carolina Supreme Court held that the holder of a valid chattel mortgage on an automobile confiscated for illegal deer hunting was entitled to the protection of his interest in the automobile where the holder did not participate in or know about its intended illegal use.

The present situation is analogous to that faced by the South Carolina Supreme Court in [Commercial Credit Corporation v. Webb](#) and for this reason it is the opinion of this Office that the seller of the shotgun in question would be protected to the extent of the balance due on the purchase money security agreement.

I trust the preceding discussion adequately answers your question, and if we may be of further assistance to you, please feel free to contact us.

With warm regards, I am  
Very truly yours,

Richard P. Wilson  
Assistant Attorney General

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