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Ford Motor Credit Co. v. Moore

663 A.2d 30 (Me. 1995)

Again, guarantors unsuccessfully attempt to avoid summary judgment, this time by claiming that Ford failed to act in a commercially-reasonable manner under Article 2A. The court holds that Article 2A does not apply to guaranties (at least not directly) and refuses to apply it retroactively to a lease executed before Maine's adoption of Article 2A.

The strongest argument made by the guarantors appears to be that Ford refused to accept redelivery of the delivery and grant a credit constituting mitigation of damages, which is permitted under Article 2A and under many states' pre-2A common law cases.

The court also upheld as not unconscionable the provision in the guaranty form stating that Ford could act against the guarantors directly, irrespective of rights against the lessee. *Although the court reduced Ford's damages slightly, this case indicates that a lessor's rights under a strong guaranty may be even better than those against the lessee itself.*

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