

Alabama



2022 Alabama Code

Title 7 - Commercial Code

<https://law.justia.com/codes/alabama/2022>

Section 7-1-301 Territorial Applicability; Parties' Power to Choose Applicable Law

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

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

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

- (1) Section 7-2-402;
- (2) Sections 7-2A-105 and 7-2A-106;
- (3) Section 7-4-102;
- (4) Section 7-4A-507;
- (5) Section 7-5-116;
- (6) Section 7-8-110;
- (7) Sections 7-9A-301 through 7-9A-307.

Section 7-5-116 Choice of Law and Forum

(a) The liability of an issuer, nominated person, or adviser for action or omission is governed by the law of the jurisdiction chosen by an agreement in the form of a record signed or otherwise authenticated by the affected parties in the manner provided in Section 7-5-104 or by a provision in the person's letter of credit, confirmation, or other undertaking. The jurisdiction whose law is chosen need not bear any relation to the transaction.

(b) Unless subsection (a) applies, the liability of an issuer, nominated person, or adviser for action or omission is governed by the law of the jurisdiction in which the person is located. The person is considered to be located at the address indicated in the person's undertaking. If more than one address is indicated, the person is considered to be located at the address from which the person's undertaking was issued. For the purpose of jurisdiction, choice of law, and recognition of interbranch letters of credit, but not enforcement of a judgment, all

branches of a bank are considered separate juridical entities and a bank is considered to be located at the place where its relevant branch is considered to be located under this subsection.

(c) Except as otherwise provided in this subsection, the liability of an issuer, nominated person, or adviser is governed by any rules of custom or practice, such as the Uniform Customs and Practice for Documentary Credits, to which the letter of credit, confirmation, or other undertaking is expressly made subject. If (i) this article would govern the liability of an issuer, nominated person, or adviser under subsection (a) or (b), (ii) the relevant undertaking incorporates rules of custom or practice, and (iii) there is conflict between this article and those rules as applied to that undertaking, those rules govern except to the extent of any conflict with the nonvariable provisions specified in Section 7-5-103(c).

(d) If there is conflict between this article and Article 3, 4, 4A, or 9, this article governs.

(e) The forum for settling disputes arising out of an undertaking within this article may be chosen in the manner and with the binding effect that governing law may be chosen in accordance with subsection (a).

Section 7-8-110 Applicability; Choice of Law

(a) The local law of the issuer's jurisdiction, as specified in subsection (d), governs:

- (1) the validity of a security;
- (2) the rights and duties of the issuer with respect to registration of transfer;
- (3) the effectiveness of registration of transfer by the issuer;
- (4) whether the issuer owes any duties to an adverse claimant to a security; and
- (5) whether an adverse claim can be asserted against a person to whom transfer of a certificated or uncertificated security is registered or a person who obtains control of an uncertificated security.

(b) The local law of the securities intermediary's jurisdiction, as specified in subsection (e), governs:

- (1) acquisition of a security entitlement from the securities intermediary;
- (2) the rights and duties of the securities intermediary and entitlement holder arising out of a security entitlement;
- (3) whether the securities intermediary owes any duties to an adverse claimant to a security entitlement; and
- (4) whether an adverse claim can be asserted against a person who acquires a security entitlement from the securities intermediary or a person who purchases a security entitlement or interest therein from an entitlement holder.

(c) The local law of the jurisdiction in which a security certificate is located at the time of delivery governs whether an adverse claim can be asserted against a person to whom the security certificate is delivered.

(d) "Issuer's jurisdiction" means the jurisdiction under which the issuer of the security is organized or, if permitted by the law of that jurisdiction, the law of another jurisdiction specified by the issuer. An issuer organized under the law of this state may specify the law of another jurisdiction as the law governing the matters specified in subsection (a)(2) through (5).

(e) The following rules determine a "securities intermediary's jurisdiction" for purposes of this section:

(1) If an agreement between the securities intermediary and its entitlement holder governing the securities account expressly provides that a particular jurisdiction is the securities intermediary's jurisdiction for purposes of this part, this article, or this title, that jurisdiction is the securities intermediary's jurisdiction.

(2) If paragraph (1) does not apply and an agreement between the securities intermediary and its entitlement holder governing the securities account expressly provides that the agreement is governed by the law of a particular jurisdiction, that jurisdiction is the securities intermediary's jurisdiction.

(3) If neither paragraph (1) nor paragraph (2) applies and an agreement between the securities intermediary and its entitlement holder governing the securities account expressly provides that the securities account is maintained at an office in a particular jurisdiction, that jurisdiction is the securities intermediary's jurisdiction.

(4) If none of the preceding paragraphs applies, the securities intermediary's jurisdiction is the jurisdiction in which the office identified in an account statement as the office serving the entitlement holder's account is located.

(5) If none of the preceding paragraphs applies, the securities intermediary's jurisdiction is the jurisdiction in which the chief executive office of the securities intermediary is located.

(f) A securities intermediary's jurisdiction is not determined by the physical location of certificates representing financial assets, or by the jurisdiction in which is organized the issuer of the financial asset with respect to which an entitlement holder has a security entitlement, or by the location of facilities for data processing or other record keeping concerning the account.

Title 8 - Commercial Law and Consumer Protection.

Chapter 9B - Alabama Uniform Voidable Transactions Act

<https://law.justia.com/codes/alabama/2022/title-8/chapter-9b/>

Section 8-9B-11 Governing Law

(a) In this section, the following rules determine a debtor's location:

(1) A debtor who is an individual is located at the individual's principal residence.

(2) A debtor that is an organization and has only one place of business is located at its place of business.

(3) A debtor that is an organization and has more than one place of business is located at its chief executive office.

(b) A claim for relief in the nature of a claim for relief under this chapter is governed by the local law of the jurisdiction in which the debtor is located when the transfer is made.

Title 22 - Health, Mental Health, and Environmental Control

Title 1 - Health and Environmental Control Generally

<https://law.justia.com/codes/alabama/2022/title-22/title-1/>

Section 22-19-178 Law Governing Validity; Choice of Law as to Execution of Document of Gift; Presumption of Validity

(a) A document of gift is valid if executed in accordance with:

(1) this article;

(2) the laws of the state or country where it was executed; or

(3) the laws of the state or country where the person making the anatomical gift was domiciled, has a place of residence, or was a national at the time the document of gift was executed.

(b) If a document of gift is valid under this section, the law of this state governs the interpretation of the document of gift.

(c) A person may presume that a document of gift or amendment of an anatomical gift is valid unless that person knows that it was not validly executed or was revoked.

Title 26 - Infants and Incompetents

<https://law.justia.com/codes/alabama/2022/title-26>

Section 26-17-103 Scope of Chapter; Choice of Law

(a) This chapter applies to determination of parentage in this state except for matters relating to legitimation and adoption. Nothing in this chapter supersedes or modifies Alabama law regarding the requirements contained in Section 26-10C-1.

(b) The court shall apply the law of this state to adjudicate the parent-child relationship. The applicable law does not depend on:

(1) the place of birth of the child; or

(2) the past or present residence of the child.

(c) This chapter does not create, enlarge, or diminish parental rights or duties under other law of this state.

(d) This chapter does not authorize or prohibit an agreement between a woman and intended parents in which the woman relinquishes all rights as a parent of a child conceived by means of assisted reproduction, and which provides that the intended parents become the parents of the child. If a birth results under such an agreement and the agreement is unenforceable under Alabama law, the parent-child relationship is determined as provided in Article 2.

Title 43 - Wills and Decedents' Estates

Chapter 8 – Probate Code

<https://law.justia.com/codes/alabama/2022/title-43/chapter-8/>

Section 43-8-135 Choice of Law as to Validity of Execution

A written will is valid if executed in compliance with section 43-8-131 or if its execution complies with the law at the time of execution of the place where the will is executed, or with the law of the place where at the time of execution or at the time of death the testator is domiciled, has a place of abode or is a national.

Section 43-8-221 Choice of Law as to Meaning and Effect of Wills

The meaning and legal effect of a disposition in a will shall be determined by the local law of a particular state selected by the testator in his instrument unless the application of that law is contrary to the provisions relating to the elective share described in sections 43-8-70 through 43-8-75, the provisions relating to exempt property and allowances described in sections 43-8-110 through 43-8-113, or any other public policy of this state otherwise applicable to the disposition.