

school text-book adopted by the State Board of School book commissioners, or by any county board of education, board of school trustees, or board of school commissioners, at a price exceeding the net wholesale or net contract price, plus twenty (20) per cent of the net wholesale or net contract price of such book; and such dealer or agent shall pay all transportation charges."

Burns Indiana Statutes Annotated, 1933, Sec. 28-613.

The method set up in the statute for obtaining the maximum lawful retail price of a book is to add to the net wholesale or net contract price twenty per cent of the net wholesale or net contract price of the book. Ordinarily, in commercial transactions wherein a fraction of a cent is involved, if the fraction is less than one-half, it is disregarded, if it is more than one-half, it is treated as an extra cent. Applying the same principle to a practical construction of the above statute, it would seem that if the sum of the net contract price or net wholesale price and twenty per cent of the same results in a fraction of a cent above one-half, the retailer would be authorized to treat the same as one cent.

The answer to your question is in the affirmative.

FINANCIAL INSTITUTIONS, DEPARTMENT OF: Installment sales, meaning of term "purchase price" in repossession sales.

May 4, 1937.

Hon. F. M. Call, Supervisor,
Division of Installment Finance,
Indianapolis, Indiana.

Dear Sir:

This will acknowledge receipt of your letter of May 3, in which you submit the following question:

"Section 17 of the Uniform Conditional Sales Act reads in part as follows:

'If the buyer does not redeem the goods within ten days after the seller has retaken possession, and

the buyer has paid at least fifty per cent of the purchase price at the time of the retaking, the seller shall sell them at public auction * * *

“We shall thank you for your official interpretation as to whether or not the term ‘purchase price’ of the above quotation has reference to the cash price as used in sub-section 1 of section 4, or to ‘time balance’ as used in sub-section 7 of section 4 of the Retail Installment Sales Act.”

In reply to this question beg to say that the Uniform Conditional Sales Act is chapter 182 of the Acts of the Indiana General Assembly, 1935, and is wholly distinct and separate from chapter 231 of the Acts of the Indiana General Assembly, 1935, which is commonly known as the Retail Installment Sales Act.

Section 17 of the Uniform Conditional Sales Act above quoted makes it compulsory upon the seller to sell the goods repossessed at public auction, where the buyer has paid at least fifty per cent of the purchase price and in the event redemption is not made within ten days after repossession. The Act contains the further provision as to the notice required before holding such sale and contains the further provision that,

“If at the time of the retaking five hundred dollars or more has been paid on the purchase price the seller shall also give notice of the sale, at least five days before the sale, by publication in a newspaper published or having a general circulation within the county where the goods are to be sold.”

Section 18 provides that,

“If the buyer has not paid at least fifty per cent of the purchase price at the time of the retaking the seller shall not be under a duty to resell the goods, as prescribed in section 17, unless the buyer serves upon the seller within ten days after the retaking, a written notice demanding a resale.”

It is apparent from the various sections above quoted that the term “purchase price” means the price agreed upon by the parties for the specific goods which are the subject matter

of the sale. It does not mean "time balance" as referred to in section 4 of the Conditional Sales Contract Act. This item is made up of the balance due on the contract price after subtracting the down payment plus insurance and finance charges. Clearly, the term "purchase price" contemplates an item entirely different from that contemplated by "time balance."

It is my opinion, therefore, that the term "purchase price," as used in section 17 of the Uniform Conditional Sales Act, means the price measured in dollars agreed upon by the parties for the sale of the specified goods involved.

FINANCIAL INSTITUTIONS, DEPARTMENT OF: Installment sales, when purchasers of contracts required to be licensed.

May 4, 1937.

Hon. F. M. Call, Supervisor,
Division of Installment Finance,
Indianapolis, Indiana.

Dear Sir:

This will acknowledge receipt of your letter of May 3, in which you submit the question as to whether or not the John Deere Plow Company of Moline, Illinois, is required to obtain a license to operate under the provisions of the Retail Installment Sales Act, as provided for by chapter 231 of the Acts of the Indiana General Assembly, 1935.

It appears from the brief submitted by the plow company that the said plow company is a corporation organized under the laws of the State of Illinois, with their place of business at Moline, Illinois; that all its goods are sold to dealers throughout the United States under conditional sale contracts, by the provisions of which contracts the title to and ownership of all merchandise remains in the plow company until full payment is made by the dealer. Their contract further provides that,

"Sales at retail in the regular course of business may be made by the dealer, provided that the proceeds of all such sales, whether cash, book accounts, or notes, or in any form whatsoever, shall be held as the prop-