balance could not, I think, be computed for a longer period of time than the difference between the expiration date of the contract and the date of the offer of prepayment. In other words, assuming as a concrete example that payments are required to be made monthly and that the last payment is due on December 1, 1937; assuming further that an offer to prepay is made on the 28th of October, 1937; the unpaid balance would be the total of the November 1 and December 1 payments, but the value of the use of that money would not be computed upon its use for a full two months. Obviously, as to the last payment, it would be computed upon its use for one month, the month of November. As to the November payment, it would be computed, if taken into consideration at all, only for the period of three days.

Referring now to your fourth question, it is based upon a conditional sales contract wherein the assignment of the contract is with recourse upon the dealer or with a repurchase agreement by the dealer. That is, the dealer agrees that if the buyer does not pay the contract out in full, he will pay it, or will repurchase the contract from the finance company for the remainder of the unpaid balance. The procedure in this case involves repossession of the specific goods involved in the contract by the finance company where the assignment is with recourse, and the turning of the specific goods back to the seller upon the payment of the amount due. In the case of an assignment with an agreement to repurchase by the dealer, the procedure involves the prepaying of the contract by the dealer who would then have the right to obtain repossession of the specific goods from the buyer. In either event, I think the dealer would ordinarily be entitled to the full consideration for both the prepayment of the account and the unearned premium for insurance. It is sufficient to say, however, that the defaulting buyer would not be entitled to such rebate.

BOYS' SCHOOL, INDIANA: Requirements for commitment.

October 7, 1937.

Dr. E. M. Dill, Superintendent,
Indiana Boys' School,
Plainfield, Indiana.

Dear Sir:

This will acknowledge receipt of your letter of October 6 containing the following questions:

"Under the statutes what should we consider as adequate information to determine the date of a child's birth. Is the judge's statement sufficient or is it necessary to have a sworn statement concerning the date of the child's birth?

"In the past few weeks we have received several commitments which did not contain an affidavit of birth. The judge in the several cases had either refused or failed to have the affidavit filled out.

"We have also had several commitments sent in which were not accompanied by a medical certificate. Would such a commitment be in conformity with the statutes?"

In reply to this inquiry your attention is directed to section 13-916, Burns Indiana Statutes, 1933 revision, which contains a suggested form for commitment to be used by the judges committing boys to your institution. In this suggested form appears information relative to the date of birth of the boy committed. If this information is furnished over the signature of the judge I think it sufficient for your purposes. However, the above section provides that:

"No commitment shall be void for failure to comply with this provision."

Section 13-918, Burns Indiana Statutes, 1933 Revision, contains the following provisions:

"In all cases when an infant is committed to the instruction and discipline of said institution, the person executing such commitment shall furnish to the superintendent a true statement, in writing, of the name and age of such infant, and the reason for executing such commitment."

It is my opinion that the above quoted statute is mandatory and if such affidavit does not accompany the commitment, or if the same does not appear in the judge's certificate, then it is my opinion you would be authorized to reject the papers until they are completed in accordance with the statute.

Your attention is further directed to section 13-913, which reads as follows:

"No boy shall be committed to said institution who is not of sound intellect and free from cutaneous and

other contagious diseases, or who is subject to epileptic or other fits, and he must be possessed of that degree of bodily health which would render him a fit subject for the discipline of said institution. And it shall be the duty of the court committing him to cause said boy to be examined by a reputable county physician, who shall certify to the above facts, which certificate shall be forwarded to the institution with the commitment."

It is my opinion that this provision is mandatory and that you would also be authorized to reject the commitment unless accompanied by the doctor's certificate as required.

OIL INSPECTION DEPARTMENT: Whether naphtha and distillate are required to be inspected.

October 13, 1937.

Hon. Presley J. L. Martin,
Chief Oil Inspector,
Department of Audit and Control,
State House,
Indianapolis, Indiana.

Dear Mr. Martin:

I have before me your request for an official opinion on the question as to whether naphtha and distillate used exclusively in the manufacture of paints, varnishes, lacquers and kindred products, are subject to inspection by the department of audit and control, pursuant to chapter 289 of the Acts of 1937.

The above Act makes it unlawful for any person "to sell, offer for sale, or use any *petroleum product* within the State of Indiana unless and until the same has been inspected and approved for sale or use by the *department* as hereinafter provided." (Our italics.)

Acts of 1937, p. 1328.

The Act also makes it the duty of every person upon the recepit of uninspected *"petroleum products"* within the State of Indiana for sale or use in said state to immediately notify the "department," whereupon it becomes the duty of the depart-