

he should be entitled to any allowance of salary. It will not do to say that this is a useless and troublesome proceeding. The lawmaking power of the state, for reasons which were deemed good and sufficient, declared what should be done, and how it should be done. It is for all men to obey the law as it is written, and particularly for the officials of the state who have taken a solemn oath to do so."

It is my opinion, therefore, that all fees collected by county officials should be reported and paid into the proper county officials and claims for salaries should be filed and allowed in the regular way.

Chapter 284 of the Acts of the Indiana General Assembly, 1937, above referred to became effective June 7, 1937, at 5:25 P.M.

FINANCIAL INSTITUTIONS, DEPARTMENT OF: Conditional sales, waiver of provisions of statute by buyer.

June 22, 1937.

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

Dear Sir:

This will acknowledge receipt of your letter of June 2, asking for our interpretation of the provisions of the Uniform Conditional Sales Act and particularly as to the following question:

"May the purchaser waive statutory protection as provided in sections 15, 16, 17, 18, 19 and 23 of the Uniform Conditional Sales Act *after* origination of the contract?"

Your attention is directed to section 24 of the Act which provides that:

"No act or agreement of the buyer before or at the time of the making of the contract nor any agreement or statement by the buyer in such contract, shall constitute a valid waiver of the provisions of sections 16, 17, 18, 19 and 23. * * *"

It will be noted that this statutory provision applies only to acts or deeds of the buyer made before or at the time of the execution of the contract. It does not forbid the parties from dealing in any manner which they desire with reference to the subject matter of the sale after such sale has been consummated.

It is my opinion, therefore, that the parties may make any settlement which they desire to make after the sale has been consummated and upon default so long as the same does not contravene any express provisions of law.

LIBRARY AND HISTORICAL DEPARTMENT OF INDIANA: Disposition of real and personal property on disbanding.

June 23, 1937.

Hon. Christopher B. Coleman, Secretary,
Indiana Historical Society,
State Library and Historical Building,
Indianapolis, Indiana.

Dear Sir:

I have at hand your recent request for an official opinion concerning certain questions presented in a letter to you from Violet E. Toph, a member of the Ripley County, Indiana, Historical Society, which questions substantially stated are:

1. If a county historical society holds by an unrestricted deed a museum building and lot, such building and lot having been purchased by county appropriations, and such society decides to disband, to whom does the lot and building revert?
2. Upon such disbanding of the historical society, to whom do the donated relics belong?

From the facts stated in the first question, I assume that the museum building and lot were purchased by appropriation of the County Council of Ripley County in compliance with Acts of 1929, chapter 42, section 5, wherein it is provided that the county council of a county may appropriate not in excess of ten thousand dollars for construction or purchase of rooms and vaults for such societies. Such being the case, sections 7 and 8 of the above Act govern in the control and disposition of such properties. Said sections read as follows: