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Contracts, Sales and Assignments

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able conservancy statutes have clearly obtained contrary results. The Colorado,12 Minnesota,13 and Ohio14 conservancy acts have successfully withstood the charge that they delegate legislative power to the courts in the organization of conservancy districts. However, the Supreme Court of Kansas has held that the Kansas law, for which the Ohio law served as a model, was unconstitutional because it granted legislative power to the judiciary.15 These decisions appear to be rationalized only upon the attitude of the particular judiciary toward the separation of powers doctrine and the extent to which it believes that the doctrine has gone by the board, or does not demand rigid adherence in instances where the judiciary is not encumbered by the added burden and the public needs will be served. The Indiana Courts have taken a liberal view toward separation of powers in other situations and have not required a strict enforcement of the doctrine.16 In view of these precedents it would appear that the court's power to organize conservancy districts would not constitute a violation of the separation of powers doctrine in Indiana.

CONTRACTS, SALES AND ASSIGNMENTS

Assignment of Wages. Assignment of wages by employees for the following additional purposes were validated:11 (1) installment purchase of stock of the employer-company or its subsidiaries pursuant to a written purchase agreement, provided that the employee may cancel the agreement at any

time before completing payments on the stock; 2 (2) deposit in a bank or trust company for the employee's account; 3 (3) payment of premiums on policies of insurance or annuities purchased by the employee on his own life; 4 and (4) assessments or dues on a hospital service, surgical or medical expense plan, or to an employee pension or benefit plan.

Retail Installment Sales. The maximum price for goods which may be sold on installments was raised from one thousand five hundred dollars to two thousand five hundred dollars.

A 1935 statute permitted assignment of retail installment contracts only to licensees under that act. Assignment may now be made to a retail seller who was a party to the sale, whether or not he is licensed under the 1935 act.

All persons other than parties to the contract or authorized assignees are prohibited from suing on any retail installment contract.

Legal Holidays. The days of city and primary elections are newly-declared legal holidays.

CORPORATIONS

Voting Trusts—Chapter 46 legalizes voting trust agreements when the purpose of the agreement is lawful. Ob-

2. §1(c)(4).
3. §1 (c) (10).
4. § 1(c)(11).
5. § 1(c)(8).
8. C. 238, § 2. By taking advantage of this exception to the licensing statute, retail sellers may accept reassignment of commercial paper from finance companies and thereby control relations with their customers.
9. Ibid.
1. "The current prevailing view toward voting trusts has come to be that they are valid even in the absence of statute". Ballantine, "Corporations" (rev.ed.1946) §184.
2. "The statutes are not intended to preclude the courts from invalidating voting trusts which have no legitimate business pur-