

17:16c-61.1 et seq.

January 28, 1969

LEGISLATIVE HISTORY OF R.S. 17:16c-61.1 et seq.
(Door-to-door retail installment sales)

Searching the bills back to 1954 we located only two relating to cancellation of retail installment sales.

Previous bill was:

1967 - A771

March 20 - Introduced by Friedland and 9 others.
March 20 - Committee on Business Affairs.
No statement.
Died in Committee.

The bill which became law:

L. 1968, Chapter 223 - A444

March 11 - Introduced by Thomas [& 24 others].
March 11 - Commerce Committee.
April 22 - Passed Assembly, amended.
June 24 - Passed Senate, amended.
June 24 - Senate amendment passed in Assembly.
July 30 - Approved, Chapter 223.
No statement.
Amended during passage/both amendments attached.

No reports or hearings were located.

Newspaper articles:

Carragher, Joe. Consumer frauds: bigger guns needed in the market place. Star Ledger, December 7, 1967.

Houriet, Robert. Home improvement often isn't. Courier Post, May 11, 1967.

Hutchinson, Edith M. Consumer group sees hope for greater public protection. Newark Evening News. January 24, 1968.

Consumer protection package rushed. Trenton Times, January 1968.

Reform offered on interest in time payments. Hughes backs bills to protect buyers in term sales. Philadelphia Inquirer January 30, 1968

Cedrone, Connie. Door-to-door bill may get new key. Star Ledger, June 2, 1968.

Buyer aid nears. Newark Evening News, April 23, 1968.

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This act supplements the Retail Installment Sales Act of 1960 (P.L. 1960, c. 40). For additional information and newspaper articles, see the legislative history of R.S. 17:16c-1 et seq. For more current information, see clippings in the vertical file under N.J.--Consumer Protection.

JH/PC

Original bill

ASSEMBLY, No. 444

STATE OF NEW JERSEY

INTRODUCED MARCH 11, 1968

By Assemblymen THOMAS, FRIEDLAND, WOODSON, KALTENBACHER, RINALDI, DENNIS, RAYMOND, CAPUTO, FIORE, WILSON, McDONOUGH, KASER, VOLK, VREELAND, COBB, MABIE, SMITH, W. L., HOLLENBECK, RUSSO, CRANE, DE KORTE, ENOS, COLEMAN, MERLINO and Assemblywoman MARGETTS

Referred to Committee on Commerce, Industry and Professions

A SUPPLEMENT to the "Retail Installment Sales Act of 1960," approved June 9, 1960 (P. L. 1960, c. 40).

1 BE IT ENACTED *by the Senate and General Assembly of the State*
2 *of New Jersey:*

1 1. This act shall be known as, and may be cited as, the "Door-to-
2 Door Retail Installment Sales Act of 1968."

1 2. This act being deemed and hereby declared remedial legisla-
2 tion necessary for the protection of the consumers of this State,
3 shall be liberally construed to effectuate the purposes and intent
4 thereof.

1 3. The Legislature hereby finds and declares that the consumer
2 is frequently induced to enter into retail installment sales contracts
3 for goods which he does not need through the unsolicited and
4 often unethical persuasion of certain door-to-door sellers. It is the
5 purpose of this act to enable the consumer to reconsider his pur-
6 chase within a reasonable period of time and to rescind the sale
7 if he acts before 5:00 o'clock P. M. of the second business day
8 following the day on which the contract is executed.

1 4. As used in this act, unless the context clearly indicates other-
2 wise:

3 (a) "Business day" means any day other than a Saturday, Sun-
4 day or holiday.

5 (b) "Place of business" means the main or branch office or local
6 address of a retail seller.

7 (c) "Purchase price" means the total price paid or to be paid
8 for goods sold or to be sold pursuant to a retail installment con-
9 tract, such amount to include all interest and service charges, in-
10 cluding, without limitation, time sales price.

1 5. (a) Any retail installment sale of goods or retail installment
2 contract for the sale of goods, for a purchase price in excess of
3 \$25.00, which is entered into at a place other than the place of
4 business of the retail seller may be rescinded by the retail buyer
5 if the retail buyer:

6 (1) Furnishes to the retail seller a notice of intent to rescind
6A the retail installment sale or retail installment contract by cer-
7 tified mail, return receipt requested, postmarked not later than
8 5:00 o'clock P. M. of the second business day following the
9 day on which the retail installment sale or retail installment
10 contract is executed; and

11 (2) Gives up possession of any goods, subject to such retail
12 installment sale or retail installment contract, delivered to the
13 retail buyer prior to receipt by the retail seller of such notice
14 of intent to rescind;

15 provided, that the retail seller has not substantially performed the
16 retail installment contract prior to receipt of such notice of intent
17 to rescind.

18 (b) Within 3 business days after receipt of such notice of intent
19 to rescind the retail installment sale or retail installment contract,
20 a retail seller shall:

21 (1) Pick up, at his own expense, any goods subject to such
22 sale or contract, delivered to the retail buyer prior to receipt
23 by the retail seller of such notice;

24 (2) Refund to the retail buyer all amounts of money paid
25 by the retail buyer (less reasonable charges for any damage to
26 such goods which occurred while in the possession of the
27 retail buyer); and

28 (3) Redeliver to the retail buyer any goods traded-in to the
29 retail seller on account of or in contemplation of the retail
30 installment sale or retail installment contract (less any reason-
31 able charges actually incurred in making the goods ready for
32 sale).

33 (c) This section does not apply to mail order sales, telephone
34 sales, catalog sales where an order is placed by mail or telephone, or
35 sales in which the retail buyer has requested the retail seller to enter
36 into the sale at a place other than the retail seller's place of busi-

37 ness, but it does apply to sales in which the retail buyer has re-
38 quested the retail seller to conduct a demonstration or exhibition
39 at a place other than the retail seller's place of business and has not
40 also requested to enter into a sale at that place at the same time
41 he has requested such demonstration or exhibition.

42 (d) Each retail seller shall maintain a record of the receipt of
43 any retail buyer's notice of intent to rescind a sale under this act
44 for at least 18 months after the receipt of such notice of intent
45 to rescind.

1 6. (a) At the time of executing every retail installment sale or
2 retail installment contract subject to the provisions of section 5
3 of this act, the retail seller shall deliver to the retail buyer a receipt
4 which clearly and conspicuously sets forth:

5 (1) The retail seller's name and place of business;

6 (2) A description of the goods sold; and

7 (3) The amount of money paid by the retail buyer or the
8 cash value of any goods delivered to the retail seller at the time
9 the retail installment sale or retail installment contract was
10 entered into.

11 (b) The receipt required to be delivered to the retail buyer shall
12 also clearly and conspicuously bear, in at least 10-point bold type,
13 the following statement:

14 "NOTICE TO RETAIL BUYER: YOU MAY RESCIND
15 THIS SALE PROVIDED THAT YOU NOTIFY THE RE-
16 TAIL SELLER OF YOUR INTENT TO DO SO BY CERTI-
17 FIED MAIL, RETURN RECEIPT REQUESTED, POST-
18 MARKED NOT LATER THAN 5:00 O'CLOCK P. M. OF
19 THE SECOND BUSINESS DAY FOLLOWING THE SALE.
20 FAILURE TO EXERCISE THIS OPTION, HOWEVER,
21 WILL NOT INTERFERE WITH ANY OTHER REMEDIES
22 AGAINST THE RETAIL SELLER YOU MAY POSSESS."

23 (c) No receipt required to be delivered to the retail buyer shall
24 contain, or be accompanied by any document which contains, provi-
25 sions by which the retail buyer waives his rights under this act.

1 7. When a retail seller, who has received notice of intent to
2 rescind a retail installment sale or retail installment contract, fails
3 to pick up the goods and refund any monies or goods paid by the
4 retail buyer within 3 business days as provided in section 5 of this
5 act, the retail buyer may bring suit against the retail seller in any
6 court of competent jurisdiction and recover the amount paid by the
7 retail buyer upon entering into such retail installment sale or retail
8 installment contract. The court in such action shall, in addition to

9 any judgment awarded to the plaintiff, require defendant to pay
10 plaintiff a reasonable attorney's fee and costs of the action.

1 8. Any retail seller who willfully destroys, within 18 months after
2 its receipt, record of a retail buyer's notice of intent to rescind a
3 sale; or who willfully fails to pick up the goods and refund the
4 purchase price within the 3 business days provided in section 5
5 of this act; or who willfully fails to deliver a receipt setting forth
6 all the information required by section 6 of this act; or who will-
7 fully fails to set forth such information in the manner required
8 by section 6 of this act; or who attempts to secure a waiver of the
9 retail buyer's rights under this act in violation of section 6 of this
10 act, shall be a disorderly person and, upon conviction thereof, shall
11 be subject to a fine of not more than \$500.00 for each offense.

1 9. The rights and remedies accorded a retail buyer by the provi-
2 sions of this act are hereby declared to be in addition to and
3 cumulative of any other right or remedy accorded him by the com-
4 mon law or statutes of this State, and nothing contained herein
5 shall be construed to deny, abrogate or impair any such common
6 law or statutory right or remedy.

1 10. This act shall take effect 45 days from its enactment.

ASSEMBLY COMMITTEE AMENDMENTS TO
ASSEMBLY, No. 444

—♦—
STATE OF NEW JERSEY
—♦—

ADOPTED APRIL 18, 1968

Amend page 2, section 5, line 14, omit “;”, insert “.”.

Amend page 2, section 5, lines 15 to 17, omit lines 15 to 17 in their entirety.

Amend page 2, section 5, line 18, delete “3”, and insert “10” in lieu thereof.

Amend page 3, section 7, line 4, delete “3”, and insert “10” in lieu thereof.

Amend page 4, section 8, line 4, delete “3”, and insert “10” in lieu thereof.

[OFFICIAL COPY REPRINT]
ASSEMBLY, No. 444

STATE OF NEW JERSEY

INTRODUCED MARCH 11, 1968

By Assemblymen THOMAS, FRIEDLAND, WOODSON, KALTENBACHER, RINALDI, DENNIS, RAYMOND, CAPUTO, FIORE, WILSON, McDONOUGH, KASER, VOLK, VREELAND, COBB, MABIE, SMITH, W. L., HOLLENBECK, RUSSO, CRANE, De KORTE, ENOS, COLEMAN, MERLINO and Assemblywoman MARGETTS

Referred to Committee on Commerce, Industry and Professions

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2 *of New Jersey:*

1 1. This act shall be known as, and may be cited as, the "Door-to-
2 Door Retail Installment Sales Act of 1968."

1 2. This act being deemed and hereby declared remedial legisla-
2 tion necessary for the protection of the consumers of this State,
3 shall be liberally construed to effectuate the purposes and intent
4 thereof.

1 3. The Legislature hereby finds and declares that the consumer
2 is frequently induced to enter into retail installment sales contracts
3 for goods which he does not need through the unsolicited and
4 often unethical persuasion of certain door-to-door sellers. It is the
5 purpose of this act to enable the consumer to reconsider his pur-
6 chase within a reasonable period of time and to rescind the sale
7 if he acts before 5:00 o'clock P. M. of the second business day
8 following the day on which the contract is executed.

1 4. As used in this act, unless the context clearly indicates other-
2 wise:

3 (a) "Business day" means any day other than a Saturday, Sun-
4 day or holiday.

5 (b) "Place of business" means the main or branch office or local
6 address of a retail seller.

EXPLANATION—Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted in the law.

7 (c) "Purchase price" means the total price paid or to be paid
8 for goods sold or to be sold pursuant to a retail installment con-
9 tract, such amount to include all interest and service charges, in-
10 cluding, without limitation, time sales price.

1 5. (a) Any retail installment sale of goods or retail installment
2 contract for the sale of goods, for a purchase price in excess of
3 \$25.00, which is entered into at a place other than the place of
4 business of the retail seller may be rescinded by the retail buyer
5 if the retail buyer:

6 (1) Furnishes to the retail seller a notice of intent to rescind
6A the retail installment sale or retail installment contract by cer-
7 tified mail, return receipt requested, postmarked not later than
8 5:00 o'clock P. M. of the second business day following the
9 day on which the retail installment sale or retail installment
10 contract is executed; and

11 (2) Gives up possession of any goods, subject to such retail
12 installment sale or retail installment contract, delivered to the
13 retail buyer prior to receipt by the retail seller of such notice
14 of intent to rescind***[**;

15 provided, that the retail seller has not substantially performed the
16 retail installment contract prior to receipt of such notice of intent
17 to rescind**]***

18 (b) Within ***[3]*** *10* business days after receipt of such notice
19 of intent to rescind the retail installment sale or retail installment
20 contract, a retail seller shall:

21 (1) Pick up, at his own expense, any goods subject to such
22 sale or contract, delivered to the retail buyer prior to receipt
23 by the retail seller of such notice;

24 (2) Refund to the retail buyer all amounts of money paid
25 by the retail buyer (less reasonable charges for any damage to
26 such goods which occurred while in the possession of the
27 retail buyer); and

28 (3) Redeliver to the retail buyer any goods traded-in to the
29 retail seller on account of or in contemplation of the retail
30 installment sale or retail installment contract (less any reason-
31 able charges actually incurred in making the goods ready for
32 sale).

33 (c) This section does not apply to mail order sales, telephone
34 sales, catalog sales where an order is placed by mail or telephone, or
35 sales in which the retail buyer has requested the retail seller to enter
36 into the sale at a place other than the retail seller's place of busi-
37 ness, but it does apply to sales in which the retail buyer has re-

38 requested the retail seller to conduct a demonstration or exhibition
39 at a place other than the retail seller's place of business and has not
40 also requested to enter into a sale at that place at the same time
41 he has requested such demonstration or exhibition.

42 (d) Each retail seller shall maintain a record of the receipt of
43 any retail buyer's notice of intent to rescind a sale under this act
44 for at least 18 months after the receipt of such notice of intent
45 to rescind.

1 6. (a) At the time of executing every retail installment sale or
2 retail installment contract subject to the provisions of section 5
3 of this act, the retail seller shall deliver to the retail buyer a receipt
4 which clearly and conspicuously sets forth:

5 (1) The retail seller's name and place of business;

6 (2) A description of the goods sold; and

7 (3) The amount of money paid by the retail buyer or the
8 cash value of any goods delivered to the retail seller at the time
9 the retail installment sale or retail installment contract was
10 entered into.

11 (b). The receipt required to be delivered to the retail buyer shall
12 also clearly and conspicuously bear, in at least 10-point bold type,
13 the following statement:

14 "NOTICE TO RETAIL BUYER: YOU MAY RESCIND
15 THIS SALE PROVIDED THAT YOU NOTIFY THE RE-
16 TAIL SELLER OF YOUR INTENT TO DO SO BY CERTI-
17 FIED MAIL, RETURN RECEIPT REQUESTED, POST-
18 MARKED NOT LATER THAN 5:00 O'CLOCK P.M. OF
19 THE SECOND BUSINESS DAY FOLLOWING THE SALE.
20 FAILURE TO EXERCISE THIS OPTION, HOWEVER,
21 WILL NOT INTERFERE WITH ANY OTHER REMEDIES
22 AGAINST THE RETAIL SELLER YOU MAY POSSESS."

23 (c) No receipt required to be delivered to the retail buyer shall
24 contain, or be accompanied by any document which contains, provi-
25 sions by which the retail buyer waives his rights under this act.

1 7. When a retail seller, who has received notice of intent to
2 rescind a retail installment sale or retail installment contract, fails
3 to pick up the goods and refund any monies or goods paid by the
4 retail buyer within ***[3]*** *10* business days as provided in section
5 5 of this act, the retail buyer may bring suit against the retail seller
6 in any court of competent jurisdiction and recover the amount paid
7 by the retail buyer upon entering into such retail installment sale or
8 retail installment contract. The court in such action shall, in addi-
9 tion to any judgment awarded to the plaintiff, require defendant to

10 pay plaintiff a reasonable attorney's fee and costs of the action.

1 8. Any retail seller who willfully destroys, within 18 months after
2 its receipt, record of a retail buyer's notice of intent to rescind a
3 sale; or who willfully fails to pick up the goods and refund the
4 purchase price within the *~~3~~* *10* business days provided in sec-
5 tion 5 of this act; or who willfully fails to deliver a receipt setting
6 forth all the information required by section 6 of this act; or who
7 willfully fails to set forth such information in the manner required
8 by section 6 of this act; or who attempts to secure a waiver of the
9 retail buyer's rights under this act in violation of section 6 of this
10 act, shall be a disorderly person and, upon conviction thereof, shall
11 be subject to a fine of not more than \$500.00 for each offense.

1 9. The rights and remedies accorded a retail buyer by the provi-
2 sions of this act are hereby declared to be in addition to and
3 cumulative of any other right or remedy accorded him by the com-
4 mon law or statutes of this State, and nothing contained herein
5 shall be construed to deny, abrogate or impair any such common
6 law or statutory right or remedy.

1 10. This act shall take effect 45 days from its enactment.

SENATE COMMITTEE AMENDMENT TO

ASSEMBLY, No. 444

[OFFICIAL COPY REPRINT]

STATE OF NEW JERSEY

ADOPTED JUNE 17, 1968

Amend page 2, section 5, line 2, after "goods," insert "other than a motor vehicle, a boat, and motor vehicle or boat accessories,".

CHAPTER 223 LAWS OF N. J. 1968
APPROVED 7-30-68

[SECOND OFFICIAL COPY REPRINT]

ASSEMBLY, No. 444

STATE OF NEW JERSEY

INTRODUCED MARCH 11, 1968

By Assemblymen THOMAS, FRIEDLAND, WOODSON, KALTENBACHER, RINALDI, DENNIS, RAYMOND, CAPUTO, FIORE, WILSON, McDONOUGH, KASER, VOLK, VREELAND, COBB, MABIE, SMITH, W. L., HOLLENBECK, RUSSO, CRANE, De KORTE, ENOS, COLEMAN, MERLINO and Assemblywoman MARGETTS

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5 purpose of this act to enable the consumer to reconsider his pur-
6 chase within a reasonable period of time and to rescind the sale
7 if he acts before 5:00 o'clock P. M. of the second business day
8 following the day on which the contract is executed.

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2 wise:

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4 day or holiday.

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6 address of a retail seller.

EXPLANATION—Matter enclosed in bold-faced brackets [thus] in the above bill
is not enacted and is intended to be omitted in the law.

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9 tract, such amount to include all interest and service charges, in-
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3 *and motor vehicle or boat accessories,*** for a purchase price in
4 excess of \$25.00, which is entered into at a place other than the
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5A buyer if the retail buyer:

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8 5:00 o'clock P. M. of the second business day following the
9 day on which the retail installment sale or retail installment
10 contract is executed; and

11 (2) Gives up possession of any goods, subject to such retail
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13 retail buyer prior to receipt by the retail seller of such notice
14 of intent to rescind***[**;

15 provided, that the retail seller has not substantially performed the
16 retail installment contract prior to receipt of such notice of intent
17 to rescind**]**.*

18 (b) Within **[3]*** ***10*** business days after receipt of such notice
19 of intent to rescind the retail installment sale or retail installment
20 contract, a retail seller shall:

21 (1) Pick up, at his own expense, any goods subject to such
22 sale or contract, delivered to the retail buyer prior to receipt
23 by the retail seller of such notice;

24 (2) Refund to the retail buyer all amounts of money paid
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26 such goods which occurred while in the possession of the
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5 5 of this act, the retail buyer may bring suit against the retail seller
6 in any court of competent jurisdiction and recover the amount paid
7 by the retail buyer upon entering into such retail installment sale or
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