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Comments

THE CONDITIONAL SALE IN LOUISIANA

The so-called "conditional sale" of the common law is a contract by which the possession of personal property is transferred under provisions reserving title in the transferor¹ until payment of a specified amount of money (usually designated the "purchase price").² The attempts to introduce this security device

1. The passing of title determines whether a sale is absolute or conditional. *Bailey v. Baker Ice Mach. Co.*, 239 U.S. 268, 36 S.Ct. 50, 60 L.Ed. 275 (1916); *Northern Finance Corp. v. Meinhardt*, 209 Iowa 895, 226 N.W. 168 (1929).

2. *Bice v. Harold L. Arnold, Inc.*, 75 Cal. App. 629, 243 Pac. 468 (1925); *Young v. Phillips*, 203 Mich. 566, 169 N.W. 822 (1918). Cf. *City of Boscobel v. Muscoda Mfg. Co.*, 175 Wis. 62, 183 N.W. 963 (1921).