

In accordance with Article II, Section 17 of the Maryland Constitution, today I have vetoed Senate Bill 139.

This bill restricts the definition of installment sales agreements to exclude a bona fide lease where the lessee has no option at the termination of the contract to purchase or hold title to the goods.

The Attorney General has advised me that the title of this bill is defective and misleading and therefore does not satisfy the requirements of Article III, Section 29 of the Constitution. A copy of the Opinion of the Attorney General is attached and should be considered a part of this veto message.

For this reason I have decided to veto Senate Bill 139.

Sincerely,  
Harry Hughes  
Governor

May 14, 1981

Honorable Harry Hughes  
Governor of Maryland  
State House  
Annapolis, Maryland 21404

Re: Senate Bill 139

Dear Governor Hughes:

This is to advise you that we have reviewed for constitutionality and legal sufficiency Senate Bill 139, a bill to amend the definition of "installment sale agreement" for purposes of the Retail Installment Sales Law, Commercial Law Article, §§ 12-601 through 12-636. Because of a defect in the title of the bill, we are unable to approve it.

Article III, § 29 of the State Constitution provides, in part, that every law shall embrace one subject, and "that shall be described in its title." This requirement is satisfied if the title fairly advises the Legislature and the public of the real nature and subject of the legislation. Baltimore Transit Co. v. Metropolitan Transit Authority, 232 Md. 509, 521 (1953). While the title need not be an abstract of the contents, Mayor and City Council of Baltimore v. State of Maryland, 281 Md. 217, 225 (1977), it must be sufficiently clear and comprehensive to reasonably cover the provisions of the bill. Barrett v. Clark, 189 Md. 116, 127 (1947). Moreover, the title may not be misleading. Allied American Mutual Fire Insurance v. Commissioner of Motor Vehicles, 219 Md. 607, 614 (1959).