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HOUSE BILL 47

43RD LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 1997

INTRODUCED BY

MURRAY RYAN

FOR THE REVENUE STABILIZATION AND TAX POLICY COMMITTEE

AN ACT

RELATING TO MOTOR VEHICLE DEALER FRANCHISES; ALLOWING AND  
PROHIBITING CERTAIN ACTS.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

Section 1. Section 57-16-3 NMSA 1978 (being Laws 1973,  
Chapter 6, Section 3, as amended) is amended to read:

"57-16-3. DEFINITIONS. --As used in Chapter 57,  
Article 16 NMSA 1978:

A. "motor vehicle" means every self-propelled  
vehicle, having two or more wheels, by which a person or  
property may be transported on a public highway, and includes  
recreational vehicles;

B. "motor vehicle dealer" or "dealer" means any  
person who sells or solicits or advertises the sale of new or  
used motor vehicles. "Motor vehicle dealer" or "dealer" shall

1 not include:

2 (1) receivers, trustees, administrators,  
3 executors, guardians or other persons appointed by or acting  
4 under judgment, decree or order of any court;

5 (2) public officers while performing their  
6 duties as such officers;

7 (3) persons making casual sales of their own  
8 vehicles duly registered and licensed to them by the state; or

9 (4) finance companies, banks and other lending  
10 institutions covering sales of repossessed vehicles;

11 C. "person" means every natural person, partnership,  
12 corporation, association, trust, estate or any other legal  
13 entity;

14 D. "manufacturer" means any person who manufactures  
15 or assembles new motor vehicles either within or outside of this  
16 state;

17 E. "distributor" means any person who distributes or  
18 sells new or used motor vehicles to dealers and who is not a  
19 manufacturer;

20 F. "representative" means any person who is or acts  
21 as an agent, employee or representative of a manufacturer or  
22 distributor and who performs any duties in this state relating  
23 to promoting the distribution or sale of new or used motor  
24 vehicles or contacts dealers in this state on behalf of a  
25 manufacturer or distributor;

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1           G. "franchise" means an oral or written arrangement  
2 for a definite or indefinite period in which a manufacturer,  
3 distributor or representative grants to a motor vehicle dealer a  
4 license to use a trade name, service mark or related  
5 characteristic and in which there is a community of interest in  
6 the marketing of motor vehicles or services related to  
7 marketing, service or repair of motor vehicles at wholesale,  
8 retail, leasing or otherwise;

9           H. "fraud" includes, in addition to its normal legal  
10 connotation, the following:

11                   (1) a misrepresentation in any manner, whether  
12 intentionally false or due to gross negligence, of a material  
13 fact;

14                   (2) a promise or representation not made  
15 honestly and in good faith; and

16                   (3) an intentional failure to disclose a  
17 material fact;

18           I. "sale" includes:

19                   (1) the issuance, transfer, agreement for  
20 transfer, exchange, pledge, hypothecation or mortgage in any  
21 form, whether by transfer in trust or otherwise, of any motor  
22 vehicle or interest therein or of any franchise related thereto;  
23 and

24                   (2) any option, subscription or other contract  
25 or solicitation looking to a sale or offer or attempt to sell in

1 any form, whether spoken or written. A gift or delivery of any  
2 motor vehicle or franchise with respect thereto with, or as, a  
3 bonus on account of the sale of anything shall be deemed a sale  
4 of such motor vehicle or franchise;

5 J. "motorcycle" means any motor vehicle used on or  
6 off a public highway that has an unladen weight of less than one  
7 thousand five hundred pounds;

8 K. "recreational vehicle" means any motor vehicle  
9 with a camping body that either has its own motive power or is  
10 drawn by another vehicle;

11 L. "designated family member" means a spouse, child,  
12 grandchild, parent, brother or sister of a deceased or  
13 incapacitated dealer who is entitled to inherit the dealer's  
14 ownership interest in the dealership under the terms of a will  
15 or the laws of intestate succession in this state. In the case  
16 of an incapacitated dealer, the term means the person appointed  
17 by a court as the legal representative of the dealer's property.  
18 The term also includes the appointed and qualified personal  
19 representative and the testamentary trustee of a deceased  
20 dealer. However, the term shall be limited to mean only that  
21 individual designated by the motorcycle dealer in a written  
22 document filed with the manufacturer, distributor or  
23 representative in the event that such a document has been filed;

24 M "current price" means an amount equal to the  
25 price listed in the manufacturer's or distributor's printed

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1 price list in effect when the franchise is terminated, less  
2 applicable trade and cash discounts;

3 N. "dealer cost" means an amount equal to the sum of  
4 the original invoice price that the dealer paid for inventory  
5 and the cost of the delivery of the inventory from the  
6 manufacturer or distributor to the dealer, less applicable  
7 discounts; [~~and~~]

8 O. "inventory" means new or unused motorcycles,  
9 motorcycle attachments and repair parts that are provided by a  
10 manufacturer or distributor to a dealer under a franchise  
11 agreement and that are purchased within thirty-six months of the  
12 termination of the franchise or are listed in the manufacturer's  
13 or distributor's current sales manual or price list at the time  
14 that the franchise is terminated; and

15 P. "relevant market area" means an area of a size  
16 specified in this subsection around an existing motor vehicle  
17 dealer's place of business. The size of the area shall be the  
18 greater of the area of responsibility specified in the dealer's  
19 franchise or a circle with a center at the dealer's place of  
20 business and a radius of:

21 (1) seven miles, if the population of the  
22 county in which the dealership is located is two hundred fifty  
23 thousand or more;

24 (2) fifteen miles, if the population of the  
25 county in which the dealership is located is less than two

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1 hundred fifty thousand but is thirty-five thousand or more; or  
2 (3) twenty miles in all other cases.

3 If the existing and proposed dealerships are in different  
4 counties, the lesser of the applicable mileage limitations shall  
5 be used. For purposes of this subsection, the population of any  
6 area shall be determined in accordance with the most recent  
7 decennial census or the most recent population update from the  
8 national planning data corporation or other similar recognized  
9 source, whichever is later."

10 Section 2. Section 57-16-5 NMSA 1978 (being Laws 1973,  
11 Chapter 6, Section 5, as amended) is amended to read:

12 "57-16-5. UNLAWFUL ACTS--MANUFACTURERS--DISTRIBUTORS--  
13 REPRESENTATIVES.--It is unlawful for any manufacturer,  
14 distributor or representative to:

15 A. coerce or attempt to coerce a dealer to order or  
16 accept delivery of any motor vehicle, appliances, equipment,  
17 parts or accessories therefor or any other commodity that the  
18 motor vehicle dealer has not voluntarily ordered;

19 B. coerce or attempt to coerce a dealer to order or  
20 accept delivery of any motor vehicle with special features,  
21 appliances, accessories or equipment not included in the list  
22 price of the motor vehicles as publicly advertised by the  
23 manufacturer;

24 C. coerce or attempt to coerce a dealer to order for  
25 any person any parts, accessories, equipment, machinery, tools,

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1 appliances or any commodity whatsoever;

2 D. refuse to deliver, in reasonable quantities and  
3 within a reasonable time after receipt of dealer's order, to any  
4 motor vehicle dealer having a franchise or contractual  
5 arrangement for the retail sale of any motor vehicles sold or  
6 distributed by the manufacturer, distributor or representative,  
7 any such motor vehicles, parts or accessories as are covered by  
8 the franchise or contract specifically publicly advertised by  
9 the manufacturer, distributor or representative to be available  
10 for immediate delivery; provided, however, the failure to  
11 deliver any motor vehicle, parts or accessories shall not be  
12 considered a violation of Chapter 57, Article 16 NMSA 1978 if  
13 such failure is due to an act of God, work stoppage or delay due  
14 to a strike or labor difficulty, shortage of materials, freight  
15 embargo or other cause over which the manufacturer, distributor  
16 or representative or any agent thereof has no control;

17 E. coerce or attempt to coerce any motor vehicle  
18 dealer to enter into any agreement with the manufacturer,  
19 distributor or representative or to do any other act prejudicial  
20 to the dealer by threatening to cancel any franchise or any  
21 contractual agreement existing between the manufacturer,  
22 distributor or representative and the dealer; provided, however,  
23 that notice in good faith to any motor vehicle dealer of the  
24 dealer's violation of any terms or provisions of the franchise  
25 or contractual agreement shall not constitute a violation of

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1 Chapter 57, Article 16 NMSA 1978;

2 F. terminate or cancel the franchise or selling  
3 agreement of any dealer without due cause. Due cause shall  
4 require, at a minimum, the use of standards applied equally to  
5 all dealers. A manufacturer or distributor shall provide a  
6 dealer or prospective purchaser of a dealership with a copy of  
7 such standards upon request. The nonrenewal of a franchise or  
8 selling agreement, without due cause, shall constitute an unfair  
9 termination or cancellation regardless of the terms or  
10 provisions of the franchise or selling agreement. The  
11 manufacturer, distributor or representative shall notify a motor  
12 vehicle dealer in writing by registered mail of the termination  
13 or cancellation of the franchise or selling agreement of the  
14 dealer at least sixty days before the effective date thereof,  
15 stating the specific grounds for termination or cancellation;  
16 and the manufacturer, distributor or representative shall notify  
17 a motor vehicle dealer in writing by registered mail at least  
18 sixty days before the contractual term of his franchise or  
19 selling agreement expires that the same will not be renewed,  
20 stating the specific grounds for nonrenewal in those cases where  
21 there is no intention to renew, and in no event shall the  
22 contractual term of any franchise or selling agreement expire  
23 without the written consent of the motor vehicle dealer involved  
24 prior to the expiration of at least sixty days following the  
25 written notice. During the sixty-day period, either party may

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1 in appropriate circumstances petition a court to modify the  
2 sixty-day stay or to extend it pending a final determination of  
3 proceedings on the merits. The court shall have authority to  
4 grant preliminary and final injunctive relief;

5 G. use false, deceptive or misleading advertising in  
6 connection with his business;

7 H. offer to sell or to sell any motor vehicle to any  
8 motor vehicle dealer in this or any other state of the United  
9 States at a lower actual price than the actual price offered to  
10 any other motor vehicle dealer in this state for the same model  
11 vehicle similarly equipped or to utilize any device, including,  
12 but not limited to, sales promotion plans or programs that  
13 result in such lesser actual price; provided, however, the  
14 provisions of this subsection shall not apply to sales to a  
15 motor vehicle dealer for resale to any unit of the United States  
16 government, the state or any of its political subdivisions; and  
17 provided, further, the provisions of this subsection shall not  
18 apply to sales to a motor vehicle dealer of any motor vehicle  
19 ultimately sold, donated or used by the dealer in a driver  
20 education program; and provided, further, that the provisions of  
21 this subsection shall not apply so long as a manufacturer,  
22 distributor or representative offers to sell or sells new motor  
23 vehicles to all motor vehicle dealers at an equal price. For  
24 the purposes of this subsection, "actual price" means the price  
25 to be paid by the dealer less any incentive paid by the

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1 manufacturer, distributor or representative, whether paid to the  
2 dealer or the ultimate purchaser of the vehicle. This provision  
3 shall not apply to sales by the manufacturer, distributor or  
4 representatives to the United States government or any agency  
5 thereof. The provisions of this subsection dealing with vehicle  
6 prices in any other state and defining actual price shall not  
7 apply to any manufacturer or distributor [~~which has no dealer~~  
8 ~~within fifty miles of a state line, which dealer is in a~~  
9 ~~different region from that other state]~~ if all of the  
10 manufacturer's or distributor's dealers within fifty miles are  
11 given all cash or credit incentives, whether the incentives are  
12 offered by the manufacturer or distributor or a finance  
13 subsidiary of either, affecting the price or financing terms of  
14 a vehicle, which incentives are available in the neighboring  
15 state;

16 I. willfully discriminate, either directly or  
17 indirectly, in price between different purchasers of a commodity  
18 of like grade or quality where the effect of the discrimination  
19 may be to lessen substantially competition or tend to create a  
20 monopoly or to injure or destroy the business of a competitor;

21 J. offer to sell or to sell parts or accessories to  
22 any motor vehicle dealer for use in his own business for the  
23 purpose of repairing or replacing the same or a comparable part  
24 or accessory at a lower actual price than the actual price  
25 charged to any other motor vehicle dealer for similar parts or

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1 accessories for use in his own business; provided, however, in  
2 those cases where motor vehicle dealers have a franchise to  
3 operate and serve as wholesalers of parts and accessories to  
4 retail outlets or other dealers, whether or not the dealer is  
5 regularly designated as a wholesaler, nothing herein contained  
6 shall be construed to prevent a manufacturer, distributor or  
7 representative from selling to the motor vehicle dealer who  
8 operates and services as a wholesaler of parts and accessories  
9 such parts and accessories as may be ordered by the motor  
10 vehicle dealer for resale to retail outlets at a lower actual  
11 price than the actual price charged a motor vehicle dealer who  
12 does not operate or serve as a wholesaler of parts and  
13 accessories;

14 K. prevent or attempt to prevent by contract or  
15 otherwise any motor vehicle dealer from changing the capital  
16 structure of his dealership or the means by or through which he  
17 finances the operation of his dealership, provided the dealer at  
18 all times meets any reasonable capital standards agreed to  
19 between the dealership and the manufacturer, distributor or  
20 representative, and provided such change by the dealer does not  
21 result in a change in the executive management control of the  
22 dealership;

23 L. prevent or attempt to prevent by contract or  
24 otherwise any motor vehicle dealer or any officer, partner or  
25 stockholder of any motor vehicle dealer from selling or

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1 transferring any part of the interest of any of them to any  
2 other person or party; provided, however, that no dealer,  
3 officer, partner or stockholder shall have the right to sell,  
4 transfer or assign the franchise or power of management or  
5 control thereunder without the consent of the manufacturer,  
6 distributor or representative except that consent [~~shall not be~~  
7 ~~unreasonably withheld~~] shall be granted or withheld in  
8 accordance with standards or criteria applied equally to all  
9 dealers. Copies of the standards or criteria, and all instances  
10 in which they have been applied, shall be furnished any dealer  
11 or prospective purchaser of a dealership. A manufacturer or  
12 distributor shall not deny or withhold approval based, in whole  
13 or in part, upon the manufacturer's or distributor's opinion or  
14 evaluation of the financial viability of the dealership;

15 M obtain money, goods, services, anything of value  
16 or any other benefit from any other person with whom the motor  
17 vehicle dealer does business on account of or in relation to the  
18 transactions between the dealer and the other person, unless  
19 such benefit is promptly accounted for and transmitted to the  
20 motor vehicle dealer;

21 N. require a motor vehicle dealer to assent to a  
22 release, assignment, novation, waiver or estoppel that would  
23 relieve any person from liability imposed by Chapter 57, Article  
24 16 NMSA 1978;

25 O. require any motor vehicle dealer to provide

Underscored material = new  
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1        installation financing with a specified financial institution;

2                    P.    establish an additional franchise, including any  
3 franchise for a warranty or service facility, but excluding the  
4 relocation of existing franchises, for the same line-make in a  
5 [~~community~~] relevant market area where the same line-make is  
6 presently being served by an existing motor vehicle dealer if  
7 such addition would be inequitable to the existing dealer;  
8 provided, however, that the sales and service needs of the  
9 public shall be given due consideration in determining the  
10 equities of the existing dealer. The sole fact that the  
11 manufacturer, distributor or representative desires further  
12 penetration of the market shall not be grounds for establishing  
13 an additional franchise; provided, further, that the  
14 manufacturer, distributor or representative shall give a ninety-  
15 day written notice by registered mail to all same line-make  
16 dealers in a [~~community~~] relevant market area of its intention  
17 to establish an additional franchise;

18                    Q.    offer to sell, lease or to sell or lease any new  
19 motor vehicle to any person, except a distributor at a lower  
20 actual price therefor than the actual price offered and charged  
21 to a motor vehicle dealer for the same model vehicle similarly  
22 equipped or to utilize any device that results in such lesser  
23 actual price;

24                    R.    sell, lease or provide motorcycles, parts or  
25 accessories to any person not a dealer or distributor for the

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[bracketed material] = delete

1 line-make sold, leased or provided. The provisions of this  
2 subsection shall not apply to sales, leases or provisions of  
3 motor vehicles, parts or accessories by manufacturer,  
4 distributor or representative to the United States government or  
5 any agency thereof or the state or any of its political  
6 subdivisions; [~~or~~]

7 S. offer any finance program, either directly or  
8 through any affiliate, based on the physical location of the  
9 selling dealer or the residence of the buyer. The provisions of  
10 this subsection shall not apply to any manufacturer or  
11 distributor [~~which~~] that has no dealer within fifty miles of a  
12 state line [~~which dealer is in a different region from that~~  
13 ~~other state~~] or if all of the manufacturer's or distributor's  
14 dealers within fifty miles are given all cash or credit  
15 incentives, whether the incentives are offered by the  
16 manufacturer or the distributor or a finance subsidiary of  
17 either, affecting the price or financing terms of a vehicle,  
18 which incentives are available in the neighboring state;

19 T. force a dealer to sell or relocate a franchise  
20 with another manufacturer located at the same physical location  
21 or consider the existence of another line-make at a dealership  
22 for any purpose, including product allocation, successorship,  
23 location approval and capitalization; provided that a  
24 manufacturer or distributor may impose requirements to assure  
25 that the dealership is capitalized reasonably given all its

1 obligations:

2 U. enforce any right of first refusal or option to  
3 purchase the dealership by a manufacturer or distributor or to  
4 require any dealer to grant such right to a manufacturer or  
5 distributor;

6 V. be licensed as a dealer or perform warranty or  
7 other service or own any interest, directly or indirectly, in a  
8 person licensed as a dealer or performing warranty or other  
9 service; provided that a manufacturer or distributor may own a  
10 person licensed as a dealer for a reasonable time in order to  
11 dispose of any interest acquired as a secured party or as part  
12 of a dealer development program;

13 W. fail to recognize and approve the transfer of a  
14 dealership to any person named as a successor, donee,  
15 beneficiary or devisee in any valid testamentary or trust  
16 instrument; provided that a manufacturer or distributor may  
17 impose standards or criteria used in any transfer;

18 X. impose capitalization requirements not necessary  
19 to assure that the dealership can meet its financial obligations  
20 or that are not applied equally to all dealers or apply  
21 requirements for facilities that are not applied equally to all  
22 dealers; or

23 Y. compel a dealer through a finance subsidiary of  
24 the manufacturer or distributor to agree to unreasonable  
25 operating requirements or directly or indirectly to terminate a

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1 dealer, except as allowed by Subsection F of Section 57-16-5  
2 NMSA 1978, through the actions of a finance subsidiary of the  
3 manufacturer or distributor. This subsection shall not limit  
4 the right of a financing entity to engage in business practices  
5 in accordance with the usage of the trade in which it is  
6 engaged. "

7 Section 3. Section 57-16-9 NMSA 1978 (being Laws 1973,  
8 Chapter 6, Section 9) is amended to read:

9 "57-16-9. FRANCHISE RENEWAL--TERMINATION.--Anything to the  
10 contrary notwithstanding, it [~~shall be~~] is unlawful for the  
11 manufacturer, distributor or representative without due cause to  
12 fail to renew on terms then equally available to all its motor  
13 vehicle dealers or their prospective purchasers, to terminate a  
14 franchise or to restrict the transfer of a franchise unless the  
15 dealer [~~shall receive~~] receives fair and reasonable compensation  
16 for the value of the business. Any person may enforce the  
17 provisions of this section whether or not the person is a  
18 dealer. "

19 Section 4. SEVERABILITY.--If any part or application of  
20 this act is held invalid, the remainder or its application to  
21 other situations or persons shall not be affected.

**State of New Mexico**  
**House of Representatives**

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4 FORTY-THIRD LEGISLATURE  
5 FIRST SESSION, 1997  
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9 January 28, 1997  
10

11 Mr. Speaker:  
12

13 Your BUSINESS AND INDUSTRY COMMITTEE, to whom has  
14 been referred  
15

16 HOUSE BILL 47  
17

18 has had it under consideration and reports same with  
19 recommendation that it DO PASS, amended as follows:  
20

21 1. On page 13, line 3, before the comma insert "outside of  
22 the relevant market area of the dealer establishing the  
23 facility".,  
24

25 and thence referred to the JUDICIARY COMMITTEE.

**FORTY-THIRD LEGISLATURE  
FIRST SESSION, 1997**

**HBI C/HB 47**

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Respectfully submitted,

\_\_\_\_\_  
Fred Luna, Chairman

Adopted \_\_\_\_\_ Not Adopted \_\_\_\_\_

(Chief Clerk)

(Chief Clerk)

Date \_\_\_\_\_

The roll call vote was 12 For 0 Against

Yes: 12

Excused: None

Absent: Varela

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# State of New Mexico House of Representatives

FORTY-THIRD LEGISLATURE  
FIRST SESSION, 1997

February 5, 1997

Mr. Speaker:

Your JUDICIARY COMMITTEE, to whom has been referred

HOUSE BILL 47, as amended

has had it under consideration and reports same with  
recommendation that it DO PASS, amended as follows:

1. On page 2, between lines 13 and 14, insert the following  
new subsection:

"D. "prospective purchaser" means a person who has a  
bona fide written agreement to purchase a franchise;".

2. Reletter the succeeding subsections accordingly.

3. On page 8, line 3, after the period strike the remainder  
of the line, strike all of lines 4 through 6, strike line 7  
through the period and insert in lieu thereof:

"Due cause shall require a material breach by a dealer, due to

FORTY-THIRD LEGISLATURE  
FIRST SESSION, 1997

HJC/HB 47, aa

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1  
2 matters within the dealer's control, of a lawful provision of a  
3 franchise or selling agreement. As used in this subsection,  
4 "material breach" means a contract violation that is substantial  
5 and significant. In determining whether due cause exists under  
6 this subsection, the court shall take into consideration only the  
7 dealer's sales in relation to the business available to the  
8 dealer; the dealer's investment and obligations; injury to the  
9 public welfare; the adequacy of the dealer's sales and service  
10 facilities, equipment and parts; the qualifications of the  
11 management, sales and service personnel to provide the consumer  
12 with reasonably good service and care of new motor vehicles; the  
13 dealer's failure to comply with the requirements of the franchise;  
14 and the harm to the manufacturer or distributor. "

14           4. On page 12, line 6, after "that" strike the remainder of  
15 the line, strike lines 7 through 14 and insert in lieu thereof:  
16 "the manufacturer, distributor or representative shall not  
17 withhold consent to the sale, transfer or assignment of the  
18 franchise to a qualified buyer capable of being licensed in New  
19 Mexico and who meets the manufacturer's or distributor's uniformly  
20 applied requirement for appointment as a dealer. Uniform  
21 application shall not prevent the application of a separate  
22 standard of consent for sale, transfer or assignment to minority  
23 or women dealer candidates, nor require the application of an  
24 identical standard to all persons in all situations. The  
25 requirement of uniform application shall be met if the  
manufacturer applies the same set of standards, which takes into  
account business performance and experience, financial

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2 qualifications, facility requirements and other relevant  
3 characteristics; provided that, if two dealers, persons or  
4 situations are identical, given the characteristics considered in  
5 the standards, the two dealers, persons or situations shall be  
6 treated identically, except as provided in this subsection. Upon  
7 request, a manufacturer or distributor shall provide its dealer  
8 with a copy of the standards that are normally relied upon by the  
9 manufacturer or distributor to evaluate a proposed sale, transfer  
or assignment;".

10  
11 5. On page 14, line 22, strike "any purpose, including".

12  
13 6. On page 14, line 24, after "may" strike the remainder of  
14 the line and line 25 and on page 15, strike line 1 and insert in  
lieu thereof:

15  
16 "require:

17 (1) that the dealership meet the manufacturer's  
18 capitalization requirements;

19 (2) that the dealership meet the manufacturer's  
20 facilities requirements; and

21  
22 (3) that the dealer not have committed fraudulent  
23 acts; "

24  
25 7. On page 15, line 19, after "obligations" insert "; or".

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FIRST SESSION, 1997**

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8. On page 15, strike lines 20 through 22 in their entirety.

9. On page 16, line 16 strike "Any person" and insert in lieu thereof "A prospective purchaser".

Respectfully submitted,

\_\_\_\_\_  
Thomas P. Foy, Chairman

Adopted \_\_\_\_\_

Not Adopted \_\_\_\_\_

(Chief Clerk)

(Chief Clerk)

Date \_\_\_\_\_

FORTY-THIRD LEGISLATURE  
FIRST SESSION, 1997

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The roll call vote was 13 For 0 Against

Yes: 13

Excused: None

Absent: None

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FORTY-THIRD LEGISLATURE  
FIRST SESSION, 1997

March 6, 1997

Mr. President:

Your CORPORATIONS & TRANSPORTATION COMMITTEE, to  
whom has been referred

HOUSE BILL 47, as amended

has had it under consideration and reports same with  
recommendation that it DO PASS.

Respectfully submitted,

\_\_\_\_\_  
Roman M. Maes, III, Chairman

Adopted \_\_\_\_\_ Not Adopted \_\_\_\_\_

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1 HJC/HB 47, aa

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(Chief Clerk)

(Chief Clerk)

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Date \_\_\_\_\_

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The roll call vote was 7 For 1 Against

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Yes: 7

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No: 1

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Excused: Kidd, Robinson

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Absent: None

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Underscored material = new  
[bracketed material] = delete