



IRVIN D. PARKER
ADMINISTRATOR

The State of South Carolina

Department of Consumer Affairs

600 COLUMBIA BUILDING
P. O. BOX 11739
COLUMBIA, S. C. 29211
(803) 758-2040

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Administrative Interpretation No. 1.202-7603

THE COVERAGE OF THE CONSUMER PROTECTION CODE EXCLUDES SALES OR LEASES MADE PRIMARILY FOR AN AGRICULTURAL PURPOSE NOTWITHSTANDING REFERENCES TO "AN AGRICULTURAL PURPOSE" ELSEWHERE IN THE CODE.

The first question concerned South Carolina Code Section 8-800.122(8) [Consumer Protection Code Section 1.202(8)] which excludes "sales or leases made primarily for agricultural purposes." You correctly noted that while sales or leases made primarily for agricultural purposes are specifically excluded by that section, South Carolina Code Section 8-800.146(1)(a) [Consumer Protection Code Section 2.106(1)(a)] defines "consumer lease" as "a lease of goods . . . primarily for a personal, family, household, or agricultural purpose." Your question was whether sales or leases made primarily for agricultural purposes are excluded from the coverage of the South Carolina Consumer Protection Code.

The 1968 Official Text of the Uniform Consumer Credit Code defines consumer credit sales, consumer leases, and consumer loans as sales, leases, and loans made "primarily for a personal, family, household or agricultural purpose." The legislative history of the Consumer Protection Code reveals that an amendment to the proposed code excluding sales or leases for agricultural purposes, was adopted. As a result of the amendment, references to an "agricultural purpose" were struck from the proposed code in Section 8-800.144(1)(c) [Consumer Protection Code Section 2.104(1)(c)] defining consumer credit sales. However, several sections which referred to an agricultural purpose remained intact. Most of the sections merely excluded consumer transactions involving agricultural purposes, which of course is consistent with the initial exclusion, although unnecessary. It appears that the definition of consumer lease as including those made for an agricultural purpose resulted from a drafting oversight.

It is the opinion of this office that the legislative intent is clearly expressed in Section 8-800.122(8) to exclude sales or leases made primarily for an agricultural purpose and that Section 8-800.146(1)(a) may be read as if the words "or agricultural purpose" were struck out as intended.

By: Kathleen Goodpasture Smith Irvin D. Parker
Kathleen Goodpasture Smith Irvin D. Parker
Staff Attorney Administrator