

**Opinion No. 635****Motor Vehicles—Motor Number  
—Chattel Mortgage—Con-  
ditional Sales Contract.**

HELD: Chapter 159, Laws of 1933, does not require that the motor number be included in the description of the motor vehicle described in a chattel mortgage or conditional sales contract; hence the Registrar of Motor Vehicles may not require it.

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October 30, 1934.

A mortgagee of a motor vehicle, holding a mortgage on a motor vehicle described as follows: "1928 Dodge Brougham, 1934 license No. 16-1119" has submitted to you a certified copy of the chattel mortgage and asked you to file the same. No proof has been submitted that the license number described was issued for the motor vehicle covered by the mortgage. It is doubtful if this chattel mortgage would be notice to subsequent purchasers and encumbrancers.

You have submitted the following: "The point, as we see it, is, are we compelled to accept conditional sales contracts or chattel mortgages for filing without the motor number being supplied? All the records in this office depend entirely upon the description of the car, and the description of the car is the motor number. If we file indiscriminately these chattel mortgages or conditional sales contracts and a transfer was applied for, giving the correct description of the car, there would be nothing whatever in our records to indicate that a chattel mortgage or a conditional sales contract existed."

Since the statute (Chap. 159, Laws of 1933) does not require that the motor number be included in the description of the motor vehicle described in a chattel mortgage or conditional sales contract, you may not require it.

If, however, a mortgagee chooses to take a chattel mortgage or conditional sales contract on a motor vehicle without adequate description and you are not able to connect it with the motor vehicle registered, it would probably not protect him against subsequent purchasers and encumbrancers. It is my opinion, however, that you should ac-

cept it for what it is worth and if it is not sufficient to protect the mortgagee it is his loss, not yours.