deducting from such time price differential a minimum charge of not to exceed twenty-five dollars ($25), as the sum of the periodic time balances after the month in which such contract is paid in full bears to the sum of all of the periodic time balances under the schedule of payments in the contract, both sums to be determined according to the monthly balances which would result if the indebtedness were paid according to the terms of the contract; provided, however, that the provisions of this subsection shall not impair the right of the seller or his assignee to receive a minimum time price differential of twenty-five dollars ($25), or to receive interest on delinquent installments or reasonable collection costs and fees, as provided in subsection (c) of this section; and provided further, that where the amount of such refund credit would be less than one dollar ($1), no refund need be made.

"(e) If the seller, except as the result of an accidental or bona fide error in computation, shall violate any provision of subdivisions (c) or (d) of this section, the conditional sale contract shall not be enforceable, except by a bona fide purchaser for value, and the buyer may recover from the seller in a civil action the total amount paid on the contract balance by the buyer to the seller or his assignee pursuant to the terms of such contract.

"(f) If the holder of such contract, except as the result of an accidental or bona fide error in computation, shall violate any provision of subdivision (d) of this section, the buyer may recover from such holder in a civil action the total amount paid on the contract balance by the buyer to such holder pursuant to the terms of such contract.

"(g) Any provision in any conditional sale contract for the sale of a motor vehicle to the contrary notwithstanding, at least five days' written notice of intent to sell a repossessed motor vehicle must be given to all persons liable on the contract. Such notice may be given by mail and need be given only to such persons as have furnished the seller or his assignee with an address to which such notice may be sent. If given by mail and either the place of deposit in the mail or the place of address is outside of this State, however, the period of such notice shall be 10 days instead of five days. During such period after such notice is sent, the person or persons liable on the contract may pay in full the indebtedness evidenced by such contract. Such persons shall be liable for any deficiency after sale of the repossessed motor vehicle only if notice has been given pursuant to this subdivision.

"(h) No such contract shall contain any provision by which, in the absence of default by the buyer in the performance of any of his obligations under the contract, the holder may accelerate the maturity of any part or all of the amount owing thereunder or repossess the motor vehicle."

§ 298.5. *Repealed. Stats. 1961, c. 1626, p. 3534, § 3, effective Jan. 1, 1962*

This section, added by Stats. 1959, c. 1874, p. 4435, § 1, read as follows:

"A conditional sales contract may contain a statement to the effect that the buyer or registered owner shall give written notice to the legal owner of any change of address of the buyer or registered owner within 30 days of such change of address. This statement may be printed in the contract in 6 point type or larger and may be separately signed or acknowledged by the buyer at the time of entering into a contract. If this statement is signed or acknowledged it then becomes a part of the contract."

§ 2983. *Enforceability of contract; improper form or finance or delinquency charges; correction; recovery by buyer*

If the seller, except as the result of an accidental or bona fide error in computation, violates any provision of subdivisions (a) or (c) of Section 2982, the conditional sale contract shall not be enforceable, except by a bona fide purchaser, assignee or pledgee for value or until after the violation is corrected as provided in Section 2984, and if the violation is not corrected the buyer may recover from the seller the total amount paid, pursuant to the terms of the contract, by the buyer to the seller or his assignee. The amount recoverable for property traded in as all or part of the down payment shall be equal to the agreed cash value of such property as the value appears on the conditional sales contract. (Added Stats. 1961, c. 1626, p. 3537, § 4, effective Jan. 1, 1962.)