

IA **Copy for Department of Transport** **Conditional Sale Contract** IAC

by sells and Purchaser(s) hereby jointly and severally purchase(s) and agree(s) to pay for, subject to the terms and conditions herein set forth, the following goods, delivery and accessories which in good condition and as ordered is hereby acknowledged by Purchaser(s).

NEW OR USED	YEAR MODEL	MAKE TRADE NAME	BODY TYPE If truck give tonnage	NUMBER OF CYLINDERS	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	LICENSE IDENT. NOS.
One	New	1946 Piper Cub	Aircraft	4	J3	231C		CF-EGE

Cash Price including all Taxes.....	\$ 2990.00
ADD—Freight or Transportation Charges (New Units only).....	\$
License Fee \$.....Pre-Delivery Service Charges \$.....	\$
Extra Equipment (describe)..... (Other than standard make and Serial No.)	\$
Total Cash Delivered Price.....	\$ 2990.00
LESS—Cash on or before delivery.....	\$
Trade-in <b>J3 CF-BRO</b> ..... (Make, Year, Model, Body Type, Serial No.) (Fair Valuation)	\$ 1790.00
Balance of Cash Price.....	\$ 1200.00
ADD—Insurance Premiums <b>12 months</b> ..... (Describe Coverage)	\$ 413.62
Registration Fee.....	\$ .75
Unpaid Balance.....	\$ 1614.37
ADD—Finance Charge <b>18 months</b> .....	\$ 149.00
Total Deferred Payments.....	\$ 1763.37

Said total deferred payments are payable at the office of Industrial Acceptance Corporation Limited, at **Hallifax** in monthly instalments of \$ **98.00** on the same day of each successive month and commencing **Jan. 2nd 47**, the final instalment to be the amount remaining unpaid; OR in instalments as set out in the schedule herein; with interest thereon after maturity at the rate of 10% per annum. A negotiable promissory note has been given by Purchaser to Vendor as evidence of, but not in payment for, said Total Deferred Payments.

1. Should anyone of purchasers die, no further payments need be made by purchasers, provided that (a) the purchaser who dies is less than 61 years of age at the present date and (b) the goods above described consist of a tractor or a private passenger motor vehicle which is not used for hire and (c) the Balance of Cash Price at the present date does not exceed \$1,400.00 and (d) no instalment payable hereunder or under said note is more than thirty days past due at the date of said death and (e) none of undersigned purchasers is a partnership carried on for profit or a corporation and (f) the purchaser who dies is not at the present date a married woman whose husband is living; and provided further that where one of purchasers is at the present date a married woman whose husband is living, said husband shall, for the purposes of this condition number one, be deemed to be a purchaser even though he has not signed as purchaser.

2. Title to said goods shall remain in Vendor at Purchaser's risk until all amounts due hereunder, or any renewals or extensions hereof or of said note, or under any judgment secured, are paid in cash.

3. Purchaser shall not use said goods illegally or improperly and shall disclose the exact location of same and permit Vendor to examine same upon request; and shall properly house and keep in good repair said goods free of all liens and charges. Vendor may at his option pay any repair lien or other charge and add the amount thereof to the balance outstanding hereunder and the amount so paid shall become due and payable forthwith.

4. Purchaser shall keep said goods fully insured with loss payable to Vendor and in default thereof Vendor may so insure same and add the premium to the balance outstanding hereunder and such premium shall be due and payable immediately. Purchaser hereby authorizes his insurers to pay to Vendor the proceeds of any such insurance and all returned premiums and said payments may be applied to the repair of said goods or to the balance then remaining unpaid hereunder, at Vendor's option. If the cost of insurance is included in the Total Deferred Payments, Vendor's obligation shall be limited to the transmission of Purchaser's application to the regular insurers of Vendor or his assigns. Should said insurers refuse the risk, in whole or in part, Vendor may, at his option, rescind the present agreement or continue same subject to Vendor's usual increased finance charge where no insurance is provided and any remaining part of the amount allocated for insurance premiums shall be credited to the balance outstanding hereunder.

5. Time is of the essence of this agreement and if Purchaser defaults hereunder or violates any term hereof or goes into bankruptcy or if said goods be substantially damaged or destroyed or seized under any judicial process or for rent or confiscated or if Vendor or his assigns feel unsafe or insecure, all remaining instalments shall, without notice, become due and payable and Vendor may forthwith take possession of said goods and for such purpose may enter any premises without notice or demand and without legal process.

**SCHEDULE OF PAYMENTS—Use only for other than equal monthly payments.**

PAY'T No.	AMOUNT	DATE DUE	PAY'T No.	AMOUNT	DATE DUE
	\$			\$	
	\$			\$	
	\$			\$	
	\$			\$	

6. If said goods come into the possession of Vendor through repossession, voluntary surrender thereof by Purchaser, or otherwise, Vendor may at his option retain said goods, in which case all payments previously made shall remain the property of Vendor as liquidated damages and not as a penalty; or Vendor may house or store said goods and repair or recondition the same and resell the same in such manner and for such amount and upon such terms as Vendor deems proper; upon such sale Vendor may accept other goods as part payment of the sale price, but the undersigned Purchaser shall be entitled to be credited only with the actual proceeds when realized and received in cash through the sale of such trade-in after deduction of all expenses, charges and commissions in connection with said goods and in connection with the repairing and re-sale of such trade-in. Purchaser shall be liable for any deficiency. Any surplus shall be repaid to Purchaser. Purchaser waives all claims for damages arising out of the repossession, removal or resale of said goods.

7. All rights and remedies hereunder are cumulative and not alternative. Purchaser warrants that the information given in the "Purchaser's Statement" is true and was given to Vendor to induce Vendor to enter into this contract. In this agreement "goods" shall mean the goods above described and all equipment, attachments, accessories, replacements and repairs which may be placed upon or added to said goods.

8. Purchaser takes notice that this agreement together with Vendor's interest in said goods and said note are to be forthwith assigned and negotiated by Vendor to Industrial Acceptance Corporation Limited and that said Corporation shall be entitled to the title and all of the rights of Vendor free from all equities existing between Vendor and Purchaser. Purchaser hereby accepts notice of such transfer and further accepts notice that Vendor is not an agent of said Corporation for any purpose and that said Corporation will accept no evidence of payment other than its official receipt. If this contract or said note is placed in the hands of a solicitor, there shall be added to the outstanding balance 15% of such balance as solicitor's fees.

9. Purchaser acknowledges receipt from Vendor of a true copy of this agreement and acknowledges that this agreement constitutes the entire contract and that there are no representations, warranties, or conditions, expressed or implied, statutory or otherwise, other than as contained herein. Without limiting the generality of the foregoing, Purchaser agrees that there is no warranty as to the "Year Model" even if stated herein.

10. Save as aforesaid, this agreement shall apply to, enure to the benefit of, and bind the heirs, executors, administrators, successors and assigns of the Purchaser and Vendor.

SIGNED IN DUPLICATE at **Waterville, N.S.** this **30<sup>th</sup>** day of **November** **1946**

(Vendor sign here in ink) **PULSIFER BROS. LIMITED**  
 By *[Signature]* Pres.  
 (Official Title, if Company)  
 (Purchaser sign here in ink) *Castle Air Service*  
 By *Donald G. Keith*  
 (Official Title, if Company)  
 Witness to Purchaser Signature: *[Signature]*  
 Attached Note must be Detached before It is Signed.