

CHAPTER 9

An Act Respecting Conditional Sales

[Assented to 27th March, 1961.]

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

Short title.

1. This Act may be cited as the *Conditional Sales Act, 1961*.

Interpretation

Interpretation.

2. In this Act, unless the context otherwise requires,
“buyer” means the person who buys or hires goods by a conditional sale, or his successor in interest;
“conditional sale” means a contract
 (a) for the sale of goods under which possession is or is to be delivered to the buyer, and the property in the goods is to vest in him at a subsequent time upon payment of the whole or part of the price or the performance of any other condition; or
 (b) for the hiring of goods by which it is agreed that the hirer shall become, or have the option of becoming, the owner of the goods upon full compliance with the terms of the contract;
“goods” means all chattels personal other than things in action or money, and includes
 (a) emblements;
 (b) industrial growing crops; and
 (c) things attached to or forming part of the land which are agreed to be severed before sale, or under the contract of sale;
“Judge” means a Judge of the Supreme Court or a County Court Judge;
“motor-vehicle” means any automobile, locomobile, motor-cycle, trailer, or other vehicle propelled by any power other than muscular power, and includes all tools and accessories belonging to and kept in, on, or attached thereto, but does not include
 (a) an aircraft;
 (b) a vehicle designed primarily for use in fire-fighting; or
 (c) a vehicle run only on rails;
“Registrar-General” means the Registrar-General as defined in the *Bills of Sale Act, 1961*;
“seller” means the person who sells or lets to hire goods by a conditional sale, or his successor in interest.

Evidence of Conditional Sale

Contents of
writing.

3. (1) A conditional sale shall be evidenced by a writing signed prior to or at the time of or within ten days after delivery of the goods comprised therein by the buyer or his agent setting forth

- (a) a description of the goods by which they may be readily and easily known and distinguished; and
- (b) the amount unpaid of the purchase price or the terms and conditions of the hiring.

(2) Where a conditional sale comprises a motor-vehicle, the description of the motor-vehicle in the writing shall include the engine number and serial number thereof, and the Registrar-General may disallow or cancel the registration in his office of a writing that does not comply with this subsection.

Registration

Method of
registration.

4. Registration of a conditional sale shall consist of filing, as prescribed by section 5, the writing prescribed by section 3, or a copy thereof.

Place of
registration.

5. (1) A conditional sale, the buyer under which is not a corporation, shall be registered in the office of the Registrar-General.

(2) A conditional sale, the buyer under which is a corporation, shall be registered

- (a) where the conditional sale does not comprise a motor-vehicle, in the office of the Registrar of Companies; or
- (b) where the conditional sale comprises no goods other than a motor-vehicle or motor-vehicles, in the office of the Registrar-General; or
- (c) where the conditional sale comprises a motor-vehicle and other goods, in the office of the Registrar-General and the office of the Registrar of Companies.

Time for
registration.

6. A conditional sale shall be registered within twenty-one days of

- (a) the signing of the writing prescribed by section 3; or
- (b) the date upon which the seller learns that any of the goods comprised therein have been removed into the Province by a buyer if the goods were delivered outside the Province.

Renewal of Registration

Method of
registration of
renewal
statement.

7. Registration of a renewal statement respecting a conditional sale shall consist of filing

- (a) a statement setting forth
 - (i) the interest of the seller under the conditional sale, or of his executors, administrators, or assigns, in the goods comprised in the conditional sale; and

(ii) the amount still owing for principal and interest under the conditional sale, or the terms and conditions of the hiring still subsisting,
together with

- (b) an affidavit of the seller, his executors, administrators, or assigns, or his or their agent, or one of them, stating
 - (i) that the statement is true; and
 - (ii) that the conditional sale has not been kept in force for any fraudulent purpose.

Time for
renewal.

8. Within three years of the date of registration in the office of the Registrar-General

- (a) of a subsisting conditional sale; or
 - (b) of a renewal statement respecting such a conditional sale,
- a renewal statement shall be registered in the office of the Registrar-General.

Mistakes.

9. (1) If a mistake is discovered in a statement filed in accordance with section 7, an amended statement and affidavit, referring to the mistake and setting forth the correction, may be registered in the office of the Registrar-General.

(2) If, before the registration of an amended statement, a person has in good faith

- (a) made or given to the buyer under the conditional sale an advance of money or valuable consideration; or
 - (b) incurred costs in proceedings taken in reliance upon the accuracy of the statement in which the mistake was discovered
- that person shall, with regard to the money advance or consideration given or costs incurred, remain in the same position under the conditional sale as if the statement in which the mistake was discovered were correct.

Rectification and Extension of Time

Rectification
and extension
of time.

10. (1) The Registrar-General or the Registrar of Companies, as the case may be, or, where the conditional sale is required by this Act or was required by a *Conditional Sales Act* previously in force to be registered in the office of the Registrar of Companies in addition to registration in the office of the Registrar-General or a notice is or was thereby required to be filed in a Land Registry Office, a Judge, on being satisfied by affidavit that

- (a) the omission to register a conditional sale or a renewal statement within the time prescribed by this Act or a *Conditional Sales Act* previously in force; or
 - (b) the omission or misstatement of the name, residence, or occupation of any person; or
 - (c) the omission to file a notice in accordance with section 12,
- was accidental or due to inadvertence, or some other sufficient cause,

may, in his discretion, order the omission or misstatement to be rectified by the insertion of the true name, residence, or occupation, or by extending the time for filing, on such terms and conditions (if any) as to security, notice by advertisement or otherwise, or as to any other matter as he thinks fit to direct.

(2) In the case of an extension of time being granted under subsection (1) the order shall be without prejudice to the rights of any third party who has in the meantime acquired title to all or some of the same goods, either by purchase and possession or by registration of a bona fide bill of sale or of a conditional sale thereof, within the time limited for registration by this Act or by the *Conditional Sales Act* applicable thereto and previously in force.

(3) An office copy of any order made as aforesaid shall be annexed to the writing or any copy thereof or renewal statement, as the case may be, and registered therewith.

Satisfaction

Memorandum of satisfaction

11. (1) Upon payment or tender of the amount due in respect of the goods or performance of the conditions of the sale, and upon written demand delivered personally or by registered mail by the buyer or any other person having an interest in the goods, the seller shall sign and deliver to the person demanding it a memorandum in writing stating that his claims against the goods are satisfied, and such memorandum shall be accompanied by an affidavit of execution of an attesting witness, and may on payment of the prescribed fee be filed.

(2) If for ten days after receipt of such demand the seller unreasonably fails to mail or deliver the required memorandum, he is liable for all damages suffered by the demandant in consequence of his default.

(3) Upon the filing of the memorandum the Registrar-General or the Registrar of Companies, as the case may be, shall enter satisfaction on the writing filed as evidence of the conditional sale.

Filing in Land Registry Office

Interpretation

12. (1) In this section

“affixed” as applied to goods, means erected upon or fixed or annexed to land in such a manner and under such circumstances as to constitute fixtures;

“building” includes any structure, erection, mine, or work built, erected, or constructed on or in land;

“building materials” includes any goods that become so incorporated or built into a building that their removal therefrom would necessarily involve the removal or destruction of some other part of the building and thereby cause substantial damage to the building apart from the value of the goods removed, but does not include

(a) goods that are severable from the land merely by unscrewing, unbolting, unclamping, uncoupling, or some similar method of disconnection; or

(b) machinery installed in a building for use in the carrying-on of any industry, where the only substantial damage that would necessarily be caused to the building in removing the machinery therefrom, apart from the value of the machinery removed, is that arising from the removal or destruction of the bed or casing on or in which the machinery is set and the making or enlargement of an opening in the walls of the building sufficient for the removal of the machinery;

"goods" means all personal chattels capable of being affixed to land.

(2) This section does not apply in respect of building materials, and upon any goods otherwise within the scope of this section becoming affixed to land in such a manner as to constitute building materials, this section ceases to apply in respect of those goods.

Rights of
seller where
goods affixed
to land.

(3) Subject to the provisions of this section, and notwithstanding the provisions of the *Land Registry Act*, where possession of goods has been delivered to the buyer, and where the goods have been affixed to land, they remain subject to the rights of the seller as fully as they were before being affixed.

Filing
of notice
in Land
Registry
Office.

(4) In addition to compliance with the provisions of sections 3, 4, 5, and 6, and not later than twenty days after the commencement of the affixing of the goods to the land, there shall be filed in the Land Registry Office of the land registration district within which the land is situate a notice in Form A, setting out

- (a) the name and address of the seller;
- (b) the name and address of the buyer;
- (c) a description of the goods by which they may be readily and easily known and distinguished;
- (d) the amount unpaid on account of the purchase price or under the terms and conditions of the hiring; and
- (e) a description of the land to which the goods are affixed or are to be affixed, sufficient for the purpose of identification in the Land Registry Office.

(5) The notice shall be signed by the seller or his agent, either before or after the goods are affixed to the land and there shall be attached to the notice a copy of the writing evidencing the conditional sale agreement, together with an affidavit of the seller or his agent in Form B verifying the notice.

(6) Upon the deposit of the notice and affidavit in the Land Registry Office, accompanied by the payment of the prescribed fee, the Registrar shall file the notice and make a reference to it by entry in the proper register against the title of the parcel of land to which the notice relates; or, if the title has not been registered, the Registrar shall file the

notice and make an entry of its particulars in an index to be kept in his office, to be known as the "conditional sales index."

Filing
deemed
actual
notice.

(7) The filing of a notice in the Land Registry Office pursuant to this section shall be deemed actual notice of the existence and provisions of the conditional sale agreement to which the notice relates to every person who is an owner of the land described in the notice or any interest in the land, or who is a purchaser, lessee, mortgagee, or other encumbrancer of the land or any interest in the land, whether or not

(a) he is registered in the books of the Land Registry Office as such owner, purchaser, lessee, mortgagee, or encumbrancer; or

(b) he became such owner, purchaser, lessee, mortgagee, or encumbrancer before or after the filing of the notice.

Notice of
intention
to retake
possession
and remove
goods.

(8) (a) The seller is not entitled to retake possession of or to remove from the land the goods so affixed unless

(i) he has given to each registered owner of the land within the meaning of section 2 of the *Land Registry Act* a notice in writing of his intention to retake possession of and to remove the goods; and

(ii) each person so notified has for a period of twenty days after the giving of the notice to him, or for such longer period as any Judge of the Supreme or any County Court may fix on cause shown to his satisfaction, failed to pay the amount owing on the goods.

(b) The notice shall be signed by the seller or his agent and shall set out

(i) the name and address of the seller;

(ii) the name and address of the buyer;

(iii) a description of the goods;

(iv) the amount owing on them; and

(v) a description of the land to which the goods are affixed;

and shall contain

(vi) a demand that the amount so owing shall be paid on or before a day mentioned, not less than twenty days after the giving of the notice pursuant to this subsection; and

(vii) a statement of the intention to retake possession of and to remove the goods unless the amount owing thereon is paid within the time mentioned.

(c) The notice to any person for the purposes of this subsection may be given by

(i) the delivery of the notice to him personally; or

(ii) by mailing it by prepaid registered mail addressed to him at his last-known address;

and where the notice is so mailed it shall be deemed to be given to the person to whom it is addressed at the time when it should reach its destination in the ordinary course of mail.

(d) The notice may in any case be given by such form of substituted service as the Registrar of the land registration district within which the land is situate may direct, and for that purpose the powers vested in the Registrar by section 244 of the *Land Registry Act* apply.

(e) Every owner, purchaser, lessee, mortgagee, or other encumbrancer of the land, whether registered as such under the *Land Registry Act* or not, has the right as against the seller to pay the amount so owing within the time mentioned in the notice; and thereupon the goods shall, subject to any remaining rights of the seller under the conditional sale, remain affixed to the land.

Duty with respect to injury to the land.

(9) The seller, on becoming entitled to retake possession of and to remove the goods from the land, shall exercise his right of removal in such a manner as will cause no greater damage or injury to the land or to the other personal property situate thereon, or put the owner, lessee, or occupier of the land to any greater inconvenience than is necessarily incidental to the work of effecting the removal of the goods.

Effect of discharge of conditional sale.

(10) The Registrar in whose office a notice has been filed under this section,

(a) upon the receipt of a certificate of discharge in Form C, signed

(i) by the seller and accompanied by an affidavit of execution of an attesting witness; or

(ii) by the agent of the seller and accompanied by an affidavit of the agent verifying his signature and stating that he is the duly authorized agent of the seller in the behalf; or

(b) where a memorandum of satisfaction has been filed pursuant to section 11, upon the receipt of an office copy thereof, and upon payment of the prescribed fee,

shall, subject to the production in any case of such further evidence as he may require, cancel the entry of the notice on the register or in the conditional sales index, as the case may be.

(11) In case of a partial discharge, the form of the certificate may be varied accordingly; and the Registrar shall cancel the entry in respect only of the goods to which the partial discharge extends.

(12) Cancellation of the entry may also be made by the Registrar in any case, upon the application of the registered owner of the land, if, after such notice to the seller as the Registrar may direct, the seller fails to show cause to the satisfaction of the Registrar why the entry should not be cancelled.

(13) Upon the cancellation in whole or in part by the Registrar of the entry of a notice pursuant to this subsection, the provisions of subsections (3) and (7) cease to apply in respect of the goods to which the cancellation extends.

Sale or Removal of Goods

Buyer's duty to give notice of sale or removal.

13. (1) The buyer shall not, prior to complete performance of the contract, sell, mortgage, charge, or otherwise dispose of his interest in

the goods comprised in a conditional sale, unless he, or the person to whom he is about to sell, mortgage, charge, or otherwise dispose of same, has notified the seller in writing, personally, or by registered mail, of the name and address of such person, not less than ten days before such sale, mortgage, charge, or other disposal.

(2) In case the buyer removes the goods comprised in the conditional sale or disposes of his interest in them contrary to the foregoing provisions of this section, the seller may retake possession of the goods comprised in the conditional sale and deal with them as in case of default in payment of all or part of the purchase price.

Retaking of Possession of Goods

Redemption
and resale
where seller
retakes
possession.

14. (1) Where the seller retakes possession of the goods pursuant to any condition in the contract, he shall retain them for twenty days, and the buyer may redeem the same within that period by paying or tendering to the seller the balance of the contract price, together with the actual costs and expenses of taking and keeping possession, or by performance or tender of performance of the condition upon which the property in the goods is to vest in the buyer and payment of such costs and expenses; and thereupon the seller shall deliver up to the buyer possession of the goods so redeemed.

(2) When the goods are not redeemed within the period of twenty days, and subject to the giving of the notice of sale prescribed by this section, the seller may sell the goods, either by private sale or at public auction, at any time after the expiration of that period.

(3) If the price of the goods exceeds thirty dollars and the seller intends to look to the buyer for any deficiency on a resale, the goods shall not be resold until after notice in writing of the intention to sell has been given to the buyer.

(4) The notice shall contain

- (a) a brief description of the goods; and
- (b) an itemized statement of the balance of the contract price due and the actual costs and expenses of taking and keeping possession up to the time of the notice; and
- (c) a demand that the amount as stated in the notice shall be paid on or before a day mentioned, not less than five days from the delivery of the notice if it is personally delivered, or not less than seven days from the mailing of the notice if it is sent by mail; and
- (d) a statement that, unless the amount as stated in the notice is paid within the time mentioned, the goods will be sold either at private sale or advertised and sold by public auction.

(5) The notice may be given by personal delivery to the buyer or by mailing it by prepaid registered mail addressed to the buyer at his last-known address.

(6) The notice may be given during the twenty days mentioned in subsection (1).

(7) This section applies notwithstanding any agreement to the contrary.

(8) (a) Before a motor-vehicle is sold at public auction pursuant to subsection (2), the seller may in writing delivered to the auctioneer place a reserve price thereon, which shall not be more than the amount required to redeem the same as referred to in subsection (1); and if no bid is received at the public auction equal to or exceeding the reserve price, the motor-vehicle shall on the direction of the seller be withdrawn from sale, and the seller may thereupon give notice in writing to the buyer in a manner mentioned in subsection (5), setting out an amount equal to the reserve price and the cost of the abortive sale added, and stating that unless the amount is paid within seven days from the delivery of the notice or from the time when it would reach the place to which it is addressed in the ordinary course of the mails the interest of the buyer in the motor-vehicle shall absolutely determine.

(b) If within the seven days from the delivery of the notice to the buyer or from the time when it would reach the place to which it is addressed in the ordinary course of the mails the amount set out therein is not paid to the seller, then the interest of the buyer to whom notice is given in the manner aforesaid in the motor-vehicle ipso facto absolutely determines, and as between him and the seller, the seller is the owner of the motor-vehicle free from all right, interest, or claim of the buyer in the motor-vehicle; and the seller thereafter has no claim against the buyer for any balance of contract price or any costs or expenses incurred under this section in respect of the motor-vehicle.

Effect of Non-compliance

Effect of non-compliance.

15. After possession of goods has been delivered to a buyer under a conditional sale, every provision contained therein whereby the property in the goods remains in the seller is,

- (a) as against a trustee of the property of the buyer under the *Bankruptcy Act* of Canada, a receiver of the estate and effects of the buyer, and the liquidator of the buyer if a corporation under the *Winding-up Act* of Canada or under any Statute of the Province in a compulsory winding-up proceeding; and
- (b) as against all Sheriffs and Sheriffs' officers and other persons seizing any personal chattels comprised in the conditional sale in the execution of any process of execution lawfully sued out of any Court of competent jurisdiction in that behalf authorizing the seizure of the chattels of the buyer; and
- (c) as against every person by whom or on whose behalf such process has been issued; and
- (d) as against subsequent bona fide purchasers or mortgagees for valuable consideration,

null and void to all intents and purposes, and the buyer shall, notwithstanding such provisions, be deemed as against such persons the owner of the goods, and no such provision is made valid by the seller taking possession of the goods as against any person who holds any of the qualifications mentioned in clauses (a) to (d), inclusive, of this subsection and who held such qualification before the time of taking of possession by the seller, unless the requirements of this Act are complied with.

General

Defects,
irregularities,
or omissions.

16. (1) An error of a clerical nature or in an immaterial or non-essential part of the copy of the writing, that does not mislead, does not invalidate the filing or destroy the effect of it.

(2) A defect or irregularity in the execution or attestation of an original writing or copy thereof evidencing a conditional sale or a renewal statement does not invalidate the same, nor does any defect, irregularity, or omission in the affidavit accompanying a renewal statement invalidate any provision of the conditional sale, or the filing of the original writing or copy or the renewal statement, unless in the opinion of the Court or Judge before whom the matter is heard such defect, irregularity, or omission has actually misled or was likely to mislead some person whose interests are affected by the conditional sale.

Seller's duty
to furnish
particulars.

17. (1) The seller shall, within five days after the receipt of a request from any person proposing to purchase the goods or from any actual or intending creditor of the buyer or from any other interested person, accompanied by a sufficient amount in money or postage stamps to pay the postage on a reply by registered letter, furnish particulars of the amount remaining due to the seller and the terms of payment, and in default he is liable, on summary conviction, to a penalty not exceeding fifty dollars.

(2) The person making the request shall give a name and post-office address to which a reply may be sent, and it is sufficient if the information is given by registered letter, postage prepaid, deposited in a post office within the prescribed time addressed to the name and post-office address so given.

Delivery of
copy of
writing to
buyer.

(3) The seller shall deliver a copy of the writing to the buyer within twenty days after the execution thereof; and if, after request, he neglects or refuses to do so, a Judge of the County Court within the territorial limits of which the buyer resided when the contract was made may, on summary application, make an order for the delivery of such copy.

Assignment.

18. (1) A valid assignment in writing of a conditional sale shall transfer the assignor's rights of property in the goods therein comprised, his right of seizure, removal, and sale, and all other rights which he possesses for enforcement of the conditional sale.

Sales to
traders.

(2) If the goods are delivered to a trader or other person, and the seller expressly or impliedly consents that the buyer may resell them in

the course of business, and the trader or other person resells the goods in the ordinary course of his business, the property in the goods passes to the purchasers notwithstanding the other provisions of this Act.

Rolling-stock.

19. Sections 3, 4, 5, 6, 7, and 8 do not apply in respect of a contract of conditional sale to a railway, street-railway, or interurban railway company of rolling-stock if within thirty days of its execution the contract or a copy thereof is filed in the office of the Provincial Secretary of the Province in which the head office or chief agency in Canada of the company is situate.

Where time for registration expires on a Sunday.

20. Where the time for registering a conditional sale expires on a Sunday or other day on which the office of the Registrar-General or the Registrar of Companies, as the case may be, is closed, the registration is valid if made on the next following day on which the office is open.

Procedure

Records of Registrar-General.

21. (1) The Registrar-General shall cause each writing, affidavit, renewal statement, and each other document filed in his office to be numbered.

(2) The Registrar-General shall keep a record or records of a type or types approved by the Attorney-General showing

- (a) the number of each writing, affidavit, renewal statement, and other document filed in his office;
- (b) the date of registration of each writing, affidavit, renewal statement, and other document filed in his office;
- (c) the name of each buyer and seller shown on each writing filed in his office; and
- (d) such other particulars as may be required to be shown by the Attorney-General.

(3) Searches of documents filed in the office of the Registrar-General may be made at a reasonable time and in accordance with such rules as he may make from time to time.

(4) Any person is entitled, upon payment of the fee or fees prescribed by regulation, to obtain from the Registrar-General, the Registrar of Companies, or the Registrar of a County Court, a copy of any document on file in his office under this Act, and a document purporting to be such a copy shall be admitted in all Courts and before all arbitrators as prima facie evidence of the document filed and of the fact of execution thereof, and of the fact and date of registration shown thereon.

(5) The Lieutenant-Governor in Council may by regulation set, change, and cancel fees from time to time for searches, the making and issuing of copies of documents, filing of documents, and any other services performed by or on behalf of an officer or servant of the Crown under this Act.

(6) The procedure to be followed by the Registrar of Companies with regard to the filing and recording of documents under this Act

or any *Conditional Sales Act* previously in force shall be as prescribed by the Attorney-General.

Transition

County Court
registrations

22. (1) Where a writing evidencing a conditional sale was registered in a County Court Registry under a *Conditional Sales Act* previously in force, sections 7, 8, 9, and 10 apply as if the statutory provisions under which the writing and any renewal statements respecting the conditional sale were required to be registered had required registration thereof in the office of the Registrar-General and the writing and any renewal statements registered in respect of the conditional sale had been registered in the office of the Registrar-General on the date or dates upon which it or they were filed or registered in the County Court Registry.

(2) Upon registration of the first renewal statement respecting such a conditional sale after the enactment of this Act, unless the documents filed in the County Court Registry in which the writing evidencing the conditional sale is registered have been transferred pursuant to an order under subsection (3),

(a) the Registrar-General shall forthwith notify the Registrar of the County Court in the registry of which the writing evidencing the conditional sale was registered of the registration of the renewal statement; and

(b) the Registrar of the County Court shall, within seven days, send the writing evidencing the conditional sale and all other documents on file therewith to the Registrar-General.

(3) The Attorney-General may order that all documents filed under any *Conditional Sales Act* previously in force be transferred to the office of the Registrar-General on a date specified in the order, and the order shall be published in the Gazette not less than fourteen days before that date. After the order has been carried out, each document, for the purpose of this Act, shall be deemed to have been filed or registered in the office of the Registrar-General on the date upon which it was filed or registered in the County Court Registry as if the statutory provisions under which they were filed or registered had required filing or registration in the office of the Registrar-General.

Satisfaction

23. Section 11 applies to a writing evidencing a conditional sale on file in a County Court Registry except that the reference to the Registrar-General shall be deemed to be to the Registrar of that County Court.

Companies
Office
registrations

24. Where a writing evidencing a conditional sale was registered in the office of the Registrar of Companies, under any Act previously in force,

(a) section 11 applies with respect to the bill of sale; and

(b) section 10 applies with respect to the conditional sale and any renewal statement in respect thereof except that, where the writing evidencing the conditional sale or a copy thereof was

required to be registered also in a County Court Registry, then wherever the Registrar-General is referred to in that section, the reference shall be deemed to be to the Registrar of the County Court in the Registry of which the writing was required to be registered.

Registrations
with Superin-
tendent of
Motor-
vehicles.

25. (1) Where a writing evidencing a conditional sale was registered in the office of the Superintendent of Motor-vehicles under any *Conditional Sales Act* previously in force and in compliance with statutory requirements, sections 7, 8, 9, 10, and 11 apply with respect to the conditional sale as if the statutory provisions under which the writing and any renewal statement respecting the conditional sale were required to be registered had required registration thereof in the office of the Registrar-General and the writing and any renewal statements had been registered in the office of the Registrar-General on the date or dates upon which they were filed in the office of the Superintendent of Motor-vehicles.

(2) The Superintendent of Motor-vehicles shall forthwith transfer and deliver to the Registrar-General all documents filed in his office under any *Conditional Sales Act* previously in force.

Part II of
1960 Act.

26. Notwithstanding anything contained in the *Revised Statutes Act, 1960*, the Act repealed by this Act shall be deemed to have been amended on the 1st day of January, 1961, as set forth in Part II of the *Conditional Sales Act Amendment Act, 1960*, and to have been in force and effect as thus amended on and after that date, and this section is retroactive to the extent necessary to give effect to its provisions on and after that date, but every registration and renewal of registration effected since that date is valid and shall be deemed to have been made in accordance with statutory requirements if it was made either in compliance with the Act repealed by this Act

(a) as it stood before amendment by Part II of the *Conditional Sales Act Amendment Act, 1960*; or

(b) as amended thereby.

Satisfaction.

27. Notwithstanding any lack of adequate provision in the Act repealed by this Act, on and after the first day of January, 1961, section 13 of the Act repealed by this Act shall be deemed to have applied as if the definition of "proper officer" as re-enacted by Part I of the *Conditional Sales Act Amendment Act, 1960*, had not been repealed by Part II of that Act, unless the original writing was, after that date, filed in the office of the Registrar-General, in which case the section shall be deemed to have applied as if the reference to the "proper officer" were to the Registrar-General.

Registrations
in Companies
Office.

28. Where a writing evidencing a conditional sale that would be required under this Act to be registered in the office of the Registrar of Companies was not required under the Act in force at the time of its

registration to be registered in that office, and no renewal statements in respect thereof have been registered in that office, a copy of the first renewal statement required to be filed in respect thereof after the enactment of this Act and filed in compliance with this Act shall be registered, in accordance with section 7, in the office of the Registrar of Companies.

Idem.

29. Where a writing evidencing a conditional sale that would be required under this Act to be registered only in the office of the Registrar of Companies was not required under the Act in force at the time of its registration to be registered in that office, then upon the registration, in compliance with statutory provisions, of the first renewal statement in respect thereof after the enactment of this Act, the Registrar-General shall,

(a) upon receiving the writing and documents on file therewith from the Registrar of the County Court; or

(b) forthwith, if they are already on file in his office, send them to the Registrar of Companies, and thereafter the writing and documents on file therewith shall be deemed to have been filed in the office of the Registrar of Companies as if the statutory provisions under which the writing was required to be registered had required registration thereof only in the office of the Registrar of Companies and had been registered in that office on the date upon which it was registered.

Transfer of documents

30. The Registrar-General shall, upon receiving a writing evidencing a conditional sale that would be required under this Act to be registered in his office and in the office of the Registrar of Companies but was not required under any Act in force at the time of its registration to be registered in the office of the Registrar of Companies, send a copy of the writing and of each document on file therewith to the Registrar of Companies, and thereafter the writing and documents on file therewith shall be deemed to have been registered and filed in the office of the Registrar of Companies as if the statutory provisions under which the writing was required to be registered had required registration thereof in the office of the Registrar of Companies and had been registered in that office on the date upon which it was first registered in a County Court Registry or in the office of the Superintendent of Motor-vehicles.

Regulations.

31. The Lieutenant-Governor in Council may, for the purpose of effecting the transition from former statutory requirements and provisions to the requirements and provisions of this Act, make regulations deemed necessary or advisable, and may therein add to, vary, or suspend the operation of any of the provisions contained in sections 21 to 28, inclusive, and make new provisions.

Repeal.

32. The *Conditional Sales Act*, being chapter 70 of the *Revised Statutes of British Columbia, 1960*, is repealed.

Retroactivity. 33. Sections 22, 25, 26, 27, 29, and 30 are retroactive to the extent necessary to give full force and effect to the provisions thereof.

SCHEDULE

CONDITIONAL SALES ACT, 1961

FORM A (Section 12 (4))

NOTICE OF CONDITIONAL SALE AGREEMENT

Notice is hereby given pursuant to section 12 of the *Conditional Sales Act, 1961*, respecting a certain conditional sale agreement referred to in a writing duly signed for filing pursuant to the provisions of that Act, of which writing a true copy is attached hereto.

The following are the facts with respect to the said conditional sale agreement:—

- (a) The name and address of the seller are .
- (b) The name and address of the buyer are .
- (c) The following is a description of the goods: .
- (d) The amount now unpaid on account of the purchase price [or under the terms and conditions of the hiring] is .
- (e) The following is a description of the land to which the goods are affixed or are to be affixed: .

Dated this day of , 19 .
(Signature of buyer, or seller, or agent)

Witness: _____

CONDITIONAL SALES ACT, 1961

FORM B (Section 12 (5))

AFFIDAVIT VERIFYING NOTICE

I, , of , [occupation], make oath and say:—

1. I am the seller named in the notice hereto annexed [or I am the duly authorized agent in that behalf of the seller named in the notice hereto annexed, and I have a full knowledge of the facts set out therein].

2. The statement of facts set out in the said notice is true and correct.

(Signature) _____

Sworn before me, etc.

CONDITIONAL SALES ACT, 1961

FORM C
(Section 12 (10))

CERTIFICATE OF DISCHARGE

I hereby certify that the conditional sale agreement, of which a notice dated the day of , 19 , was filed under the provisions of section 12 of the *Conditional Sales Act, 1961*, in the Land Registry Office at , in the Province of British Columbia, as No. , against the following described land: , is wholly discharged [or is discharged in part as follows (*here state the description of goods in respect of which the conditional sale agreement is discharged, and the description of the land to which those goods are affixed*)].

Dated this day of , 19 .

(Signature).....

Witness:
.....

R.S. 1948, c. 64, Sch.

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in right of the Province of British Columbia.
1961