

DATED JUNE A.D. 1928

MERVIN BALDWIN

TO

JISABURO WAKABAYASHI

CONDITIONAL BILL OF SALE

CAPLE & SHANNON,
Barristers & Solicitors,
918 Rogers Building,
470 Granville Street,
VANCOUVER, B.C. CANADA.

2017.23.3.1.7

CONDITIONAL BILL OF SALE

"Conditional Sales Act".

THESE PRESENTS WITNESSETH:

That MERVIN BALDWIN, cleaner of 2145 Commercial Drive in the City of Vancouver, Province of British Columbia, now carrying on business under the firm name and style of Highland Cleaners and Dyers at the address aforesaid, hereinafter called the Seller, has delivered to JISABURO WAKABAYASHI of 1692 West 2nd Avenue in the City of Vancouver, Province of British Columbia, hereinafter called the Buyer, the personal property hereinafter described, under a contract of conditional sale, the terms and conditions of which contract of conditional sale are as follows, to wit:

1. Said property is now and shall remain the absolute property of the Seller until after the full and complete payment of the purchase price thereof, which purchase price is the sum of \$525.00.

2. That the Buyer has this day paid to the Seller, on account of said purchase price, the sum of \$455.00, the receipt of which is hereby acknowledged.

3. That the balance of said purchase price, to wit: \$70.00 is evidenced by the following described promissory note, to wit:

Number	Maker	Date	Due	Amount
1	Jisaburo Wakabayashi	June 7, 1938	^{10⁰0} 16th each month	\$70.00

payable to Mrs. Lina Slade 878 Homer Street, Vancouver, B.C., at the request of the Seller to cover balance due in respect of one 7A Hoffman Press.

4. The said purchase price of \$525.00 shall include the licence for the said cleaning and pressing business for the current year.

5. The Buyer herein assumes payment of the rent, telephone and electric light in connection with the said business as and from the 1st day of June 1938.

6. That on full payment of said promissory note, principal and interest, according to its terms, the title of said property

shall vest in the Buyer subject to the conditions hereinafter contained.

7. The said property and every part thereof at all times while out of the possession of the Seller shall be at the risk of the Buyer, and all loss or damage of said property or any part thereof shall be borne by the Buyer, and no such loss or damage shall operate to extinguish or diminish any liability upon said note; and the Buyer further agrees to keep the said property insured in a sufficient amount in favor of the Seller to cover his interest at all times before the vesting of said title in the Buyer by the making of said payments as aforesaid.

8. The Buyer shall at all times while the said property is in possession of the Buyer have the right to use the same for all uses and purposes for which said property is designed.

9. Possession of said property was taken by the Buyer on the 9th day of June 1938.

10. Said property is described as follows, to wit: Cleaning and pressing business known as Highland Cleaners and Dyers at 2145 Commercial Drive, Vancouver, B.C., and all the following goods and chattels to wit:

Shop

- 1 Singer Sewing Machine (foot)
- equity in 1 Hoffman Press -7A (balance due Mrs. Lina Slade \$70.00)
- 1 8 H.P. Steam boiler with sawdust burner.
- 2 Electric Irons (1 tailoring) (1 Pressing)
- 1 Ironing Board.
- 1 Table and Chair.
- 1 Counter.

Living quarters

- 1 Kitchen Range.
- 1 Table and 5 chairs.
- 1 Cot and Mattress.
- 1 Bed complete.
- Floor coverings (linoleum)
- 1 Baby crib.
- Light fixtures.
- 25 ft. water pipe from boiler to kitchen sink.
- Partition,
- Also all good will in connection with the said business.

All above goods and chattels are situate at 2145 Commercial Drive, Vancouver, British Columbia.

11. In case default shall be made in the payment of the said promissory note of any renewal thereof, either on account of principal or interest, as and when the same shall become due and payable according to the terms and conditions, or should the Buyer

at any time fail to do, observe, or perform any of the terms, covenants or conditions herein contained, or should the Seller feel unsafe with respect to said goods or the unpaid balance of purchase price, then upon giving notice to the Buyer in that behalf, the whole of the balance of purchase price remaining unpaid shall, notwithstanding the giving or accepting of the aforesaid promissory note, immediately become due and payable and in default of immediate payment the Seller shall be empowered to take possession of the said personal property with or without process of law, as the Seller may elect, and this contract shall thereupon be and become forfeited and determined at the election of the Seller and all sums theretofore paid by the Buyer shall be retained by the Seller as rent for the use of the said personal property, but provided, however, that any such default on the part of the Buyer shall not operate to extinguish or diminish any liability upon the said note. Provided further that the Seller may upon taking possession of the aforesaid goods, elect to resell the said goods and apply the proceeds of such sale first in payment of all costs and expenses of seizure and sale, and the balance on account of the purchase price still remaining unpaid and in case of any deficiency the Buyer shall upon notice, immediately pay the amount of purchase price then still remaining unpaid.

12. Payment in full of the hereinbefore mentioned purchase price is a condition precedent to the sale and transfer to the Buyer of the above described property.

Wherever the singular or the masculine are used in this document, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto, where the context or the parties so require.

In witness whereof the parties hereto have hereunto set their hands and seals this 8th day of June A.D. 1938.

SIGNED SEALED AND DELIVERED)
in the presence of)

M. G. Cooper

J. Wakabayashi